REQUEST FOR QUALIFICATIONS

FOR

2016 Identification & Analysis of Power Generation Facilities Rotation List

CLMP193

ISSUE DATE: FEBRUARY 22, 2016

RESPONSES DUE: MARCH 23, 2016

PRIOR TO: 3:00 PM

DELIVER TO:

CAPITAL CONTRACTING OFFICE
CONTRACT PROCUREMENT DIVISION
ATTN: STEVE COCKE

505 BARTON SPRINGS RD.,
STE 1045-C
AUSTIN, TEXAS 78704

TABLE OF CONTENTS

Solicitation Number: CLMP193
Project Name: 2016 Identification & Analysis of Power Generation Facilities RL

INTRODUCTORY INFORMATION

Announcement Letter

REQUIREMENTS AND GENERAL INFORMATION

Request for Qualifications
Instructions to Consultants
Scope of Services
Evaluation Criteria

MBE/WBE PROCUREMENT PROGRAM PACKET

MBE/WBE Compliance Plan
MBE/WBE Subconsultant Availability List
MBE/WBE Address Labels of Subconsultants

PROPOSAL FORMS

Form 1 – Prime Firm's General Information
Form 2 – Affidavit of Authentication
Form 3a – Prime Firm's EEO Program
Form 3b – 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
Form 7 – Experience of Project Manager
Form 8 – Experience of Project Professional
Form 10 – Prime Firm's Comparable Project Experience
Form 11 – Major Scopes of Work – Comparable Project Experience
Form A – Certification Checklist

CONTRACT TEMPLATE

ATTACHMENT A – WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION

City of Austin

Founded by Congress, Republic of Texas, 1839
Capital Contracting Office, PO Box 1088, Austin, Texas 78767 Telephone 512/974-7181

February 22, 2016

Re: Announcement
Request for Statements of Qualifications (RFQ) for Providing Professional Engineering Services:
2016 Identification & Analysis of Power Generation Facilities RL
Solicitation Number: CLMP193

The City of Austin, through Austin Energy and its Capital Contracting Office, is requesting statements of qualifications for the selection of professional engineering service firms for the above-noted project. Statement of qualifications will be due **PRIOR to 3:00 p.m.,** Wednesday, March 23, 2016, at 505 Barton Springs Rd., Suite 1045-C, 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 1045-C 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 June 2016.

A pre-response meeting will be held beginning at 2:00 PM, Monday, February 29, 2016, One Texas Center, 505 Barton Springs Rd., Conference Room 325**.** 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 CLMP193. 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 Annette Guerra, Power Systems Engineer, 512-322-6203, or Steve Cocke, Buyer II, 512-974-7998. Please contact Annette Guerra for all project related questions and me for any RFQ procurement process questions.

Sincerely,

Steve Cocke

Steve Cocke, Buyer II, CPPB
Contract Procurement Division
Capital Contracting Office

cc: Annette Guerra, Austin Energy

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

REQUEST FOR QUALIFICATIONS

Solicitation Number: CLMP193
Project Name: 2016 Identification & Analysis of Power Generation Facilities RL

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

The City of Austin, through its Capital Contracting Office, is requesting Statements of Qualifications (SOQs) for the selection of engineering services for the above-noted project.

Submittals will be received at 505 Barton Springs Road, Suite 1045-C, Austin, TX 78704, Capital Contracting Office.

ALL SUBMITTALS ARE DUE ON: March 23, 2016 PRIOR TO 3:00 pm
ATTENTION: Steve Cocke

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 1045-C** 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 June. Contract execution is anticipated for August.

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 $1,000,000 bodily injury each accident, $1,000,000 bodily injury by disease policy limit and $1,000,000 bodily injury by disease each employee. 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 $1,000,000 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 $1,000,000 per occurrence for bodily injury and property damage. 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 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 Monday, February 29, 2016 at 2:00 pm at One Texas Center, 505 Barton Springs Rd., Conference Room 325, 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

BUYER II: Steve Cocke telephone (512) 974-7998

email steven.cocke@austintexas.gov

PROJECT MANAGER: Annette Guerra telephone (512) 322-6203

email annette.guerra@austintexas.gov

END

INSTRUCTIONS TO CONSULTANTS

Solicitation Number: CLMP193
Project Name: 2016 Identification & Analysis of Power Generation Facilities RL

I. Preparation of Response

a. **Request for Qualifications (RFQ) Response Forms.** Enclosed are the RFQ response forms which are to be completed and returned as part of your firm's response. Please use the enclosed current forms and organize your response in the order in which the forms are presented in the Table of Contents. **Forms may be recreated; however, all requested information must be included.**

b. **Statement of Qualifications** (SOQ): Please submit **one (1) original, stamped "ORIGINAL" and one (1) electronic copy on CD or flash drive** of the RFQ response. Wherever used, "page" refers to single-sided, single-spaced, 10 point minimum font printed on 8 ½ x 11 inch pages. Sections should be divided by tabs for ease of reference.

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

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

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

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

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

f. **Certificate of Interested Parties.** As required by Section 2252.908 of the Texas Government Code, the Consultants who are awarded the contract are required to submit to the OWNER a complete Form 1295 "Certificate of Interested Parties" that is signed and notarized prior to contract execution. This form must be completed and printed on the Texas Ethics Commission website and returned to Contract Developer at the time of execution of the contract. Information and instructions on completing the form can be found at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

(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 3a and 3b – Prime Firm's EEO Program and Title VI Assurances is not included with original signature certifying firm conforms to City Code 5-4-2.
- The required Key Personnel do not have a current license/registration in the State of Texas at the time of submittal.
- The required Key Personnel are not employed by the prime firm as stated in the evaluation criteria.
- Failure to submit MBE/WBE or DBE Compliance Plan (or other MBE/WBE Procurement Program documents) in accordance with the MBE/WBE Procurement Program Package or DBE Procurement Program Package.
- Failure to have an authorized agent of the Proposer attend the mandatory Pre-Response Meeting, if applicable.
- Statement of Qualifications (SOQs) received from a Proposer who has been debarred or suspended by OWNER's Purchasing Officer.
- SOQs received from a Proposer when Proposer or principals are currently debarred or suspended by Federal, State or City governmental agencies.

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

- Failure to provide a SOQ stamped "ORIGINAL".
- Failure to provide the correct number of "COPY" SOQs.
- Failure to provide an electronic version on CD or Flash Drive of your complete SOQ.
- Form 4 - Affidavit of Non-Collusion, Non-Conflict of Interest, and Anti-Lobbying is not included with original signature and notarized.
- Form 5 - Affidavit of Availability is not included with original signature and notarized.
- Form 6 – Affidavit of Contract Execution is not included with original signature and notarized.
- Failure to provide a response to one or more of the Consideration Items.
- Response failed to show the prime firm performing the plurality of the services.
- Prime firm and/or subconsultants did not provide the number of projects required for an evaluation criteria item.
- Exceeding the maximum number of page limitations in any of the sections designated.

- Including projects that have not been completed within the specified time period.
- Combining forms.
- Failure to use the current City of Austin forms.
- Failure to acknowledge receipt of Addenda on Form 1 – Prime Firm General Information.
- Listing a subconsultant's qualifications in the body of the SOQ, yet failing to list the subconsultant on the compliance plan.

III. Release of Information

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

IV. Award and Execution of Contract

Capital Contracting 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 Capital Contracting 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 Capital Contracting 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 Capital Contracting Director will determine whether the grounds for your protest are sufficient. If the Capital Contracting Director decides that the grounds are sufficient, the Capital Contracting Office will schedule a protest hearing, usually within five (5) working days. If the Capital Contracting 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 Capital Contracting Office 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 Capital Contracting 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 Capital Contracting 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 Capital Contracting Office 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, Capital Contracting Office
P.O. Box 1088
Austin, Texas 78767-0845

Street Address for Hand Delivery/Courier Service:

City of Austin
ATTN: Director, Capital Contracting Office
505 Barton Springs Road, Suite 1045-A
Austin, Texas 78704

PHONE: (512) 974-7181

END

SCOPE OF SERVICES

Solicitation Number: *CLMP193*
Project Name: *2016 IDENTIFICATION AND ANALYSIS OF FLAWS IN POWER GENERATION FACILITIES ROTATION LIST*

PROJECT FOR:

CITY OF AUSTIN, *AUSTIN ENERGY,* THROUGH ITS CAPITAL CONTRACTING OFFICE

PROJECT TITLE:

2016 IDENTIFICATION AND ANALYSIS OF FLAWS IN POWER GENERATION FACILITIES ROTATION LIST

OBJECTIVES OF THE PROJECT:

Austin Energy anticipates selecting up to four (4) firms to provide testing and inspection services as outlined and described in this document at Austin Energy's Power and District Cooling Plants. Services will include the identification of necessary examinations, engineering, failure analysis, Non-Destructive Examination (NDE) inspections, laboratory testing, root cause analysis, sampling, and interpretations. The contractor will provide engineering reports and recommendations as outlined and described below in the Deliverables section.

Projects will include, but are not limited to, boilers and auxiliary components, piping systems, and various rotating equipment with the objective of upgrading overall safety and reliability of plant operations.

BACKGROUND:

Austin Energy (AE) owns and operates three (3) power plants and two (2) district cooling plants in and near Austin. The power plants consist of a total of six (6) steam units, eight (8) simple cycle gas turbines and one (1) combined cycle unit. The district cooling plants consist of Mueller Energy Center — Central East Austin (district cooling, thermal storage, Combined Heat and Power (CHP) technology), and District Cooling Plant II — Downtown Austin (district cooling, thermal storage).

The adopted Generation Reliability Improvement Program (GRIP) and AE Boiler Strategy Program (AE-BSP) are primary drivers for non-destructive testing. This program has provided recommendations for inspection, testing and failure analysis, in addition to those services routinely performed for the maintenance of AE Power Generation and District Cooling Plants.

ANTICIPATED SERVICES:

Services to be provided under this contract will include conducting all necessary tests, inspections and analysis in accordance with commonly used practices under the Electric Power Research Institute (EPRI) and American Society of Mechanical Engineers (ASME) guidelines, but not necessarily be limited to their guidelines.

Certification requirements are as follows:

1. "R" Stamp by the National Board of Boiler and Pressure Vessel Inspection
2. American Society of Nondestructive Testing (ASNT-TC-1A) Level II & III:
    a. Provide visual inspections (VT) per B31.1
    b. Visually examine (VT) 100% of the welds
    c. Magnetic testing, Radiographic, and Ultrasonic Testing Methods
3. American Welding Society-Certified Welding Inspector (AWS / CWI)

Code requirements are as follows:

1. ASME Boiler and Pressure Vessel
2. National Board Inspection Codes (NBIC)

Services to include:

a. Ultrasonic Shear Wave Testing (UT)
b. Ultrasonic Thickness Testing (UTTH)
c. Ultrasonic Testing for Hydrogen Embrittlement
d. Radiographic Examination using Iridium or Cobalt Sources
e. Magnetic Particle Examination Dry Particle and Wet Fluorescent (WFMT)
f. Eddy Current
g. Visual inspection of boilers and various power plant equipment – external and internal video-borescope examinations
h. Microscopic Analysis, Micro-etching Metallurgical Replication, and Failure Analysis
i. Mechanical Testing including INSITU hardness testing
j. Chemical Composition Analysis
k. Application of Acoustical Leak Detection Systems
l. Ultrasonic oxide thickness measurement and analysis (Note: Consultant should list accuracy and minimum oxide measurement capabilities)
m. Tube sample analysis
n. Alloy verification positive metal identification (PMI) (Note: Consultant should state type and method used.)
o. Determination of location of critical areas for metallurgical replications on headers and long seam welds. (Note: Consultant is to list headers and areas.)
p. Replication
q. Flux Leakage Test
r. Oxide thickness measurements and remaining tube life based Larson Miller curve

s. 10% of the welds passing visual examination will be examined using ultrasonic (UT) with recordable equipment as required by B31.1. This allows for permanent records of the examinations and follow-up QA/QC. These records will serve as documentation within the final reports and verification of compliance with B31.1.
t. Radiography or X-rays (RT) can be used as an alternative to UT in which case; the radiographic films serve as the permanent examination record.
u. The UT/RT frequency shall be increased to 100% in portions of the pipe that will be inaccessible for future repairs or that during pressure testing.
v. Alternative NDE methods will be considered on a case by case basis.

Consultant's QA/QC or AWS-CWI inspector shall review and approve Welding Procedure Specification (WPS), Procedure Qualification Record (PQR), and Welder Performance Qualification (WPQ) submittals. Consultant shall also confirm that the PQR's include the tensile testing results and that the testing laboratory has specific lab identification numbers assigned to the test results and traceable to the WPS's and the PQR's.

Consultant's inspectors performing field tests shall be certified at a minimum as an AWS-CWI to perform B31.1 visual inspections (VT) and as an ASNT-TC-1A Level II for the type of NDE selected for the project. It is preferred to have one inspector with both certifications and qualifications. If one inspector cannot be hired with both certifications and qualifications; it may be necessary to have two inspectors.

Engineering analysis and disposition of defects including, but not limited to tolerable flaw calculations and suitability for service analysis, fracture mechanics evaluations for:

- Critical defect size (The size of a crack)
- The life expended in growing a crack from a specified initial size to a critical size (Active)
- The likelihood that cracks will be non-propagating or arrest (Dormant)

Emergency – Consultant must have personnel and equipment available to respond to emergency plant needs which commonly arise from generating units. Emergency responders must be on-site at the location of the emergency within six (6) hours following notification including evenings, weekends and holidays.

DELIVERABLES:

1. Visual and NDE UT/RT Inspection Reports will be certified, documented in writing and approved as follows:

    a. Visual and NDE UT/RT daily examination report sheets to include:
        - Identifying type and extent of indications even when indications are in compliance with the specified code.

- Examination record from the recordable UT device or if RT is used, the x-ray film.
- Examination calibration sheet, identifying equipment, probes/transducers, calibration block and critical defect sizes.
- NDE Inspection Technique Sheets.

b. ASNT-TC-1A Level III inspector shall review the report for accuracy and if correct, sign and return it to the City Inspector within three (3) business days unless a faster turnaround is specified by the AE Project Manager. This will ensure that inspection errors are discovered before installation is too far along. Should the ASNT-TC-1A Level III contractor reviewing the reports be the same inspector performing the field inspections, then an additional level of review is not required for the field reports. Also, if a separate inspector is performing the VT, the AWS-CWI inspector shall sign and certify the VT report.

c. All reports include a statement that NDE performed adheres to ASME B31.1, Visual Examination and 1364.2 and 136.4.5, Ultrasonic Examination 136.4.6 or Radiography Examination.

2. Weekly Reports shall be submitted within ten working days of week's end. Failure to meet this commitment may result in contract cancellation.

   The contractor should provide weekly reports identifying for each project:
   a. Work performed since the previous report;
   b. Current work percentage complete;
   c. Tasks scheduled for the following period;
   d. Billable costs incurred during the report period;
   e. Cumulative billable cost;
   f. Minority Owned Business Enterprise (MBE) and Women Owned Business Enterprise (WBE) participation to date and at completion;
   g. Cost to complete;
   h. Identify any potential technical issues, cost or schedule matters which may impact approved project plans.

3. Final Test Report

   The consultant shall provide a minimum of five (5) copies with color reproduction (as applicable).

   The final test report shall include:
   a. Project Summary:
      - Discussion of indications found
      - Recommended repairs
      - Remaining Equipment Life

- Material and Specifications

b. Final Recommendation(s) to include suggested options, if applicable.

c. Signed by ASNT-TC-1A Level III contractor certifying results and AWS-CWI if VT performed by another contractor.

d. Examination procedures

e. Test Results Summary:
   - Engineering Calculations
   - Computer Analysis ((FEA and pipe stress analysis)
   - Data table showing inspection results on each weld
   - Weld Map(s)
   - UT Device Records or X-rays
   - Examination calibration sheet or RT Reader Sheets

f. Reports:
   - Metallurgical Laboratory Reports
   - Certified Daily Reports of Visual and UT/RT Inspections

2. Photographic documentation

PROPOSED PROJECT SCHEDULE:

Estimated for three (3) years or until available funding authorization is expended.

COST ESTIMATE:

The maximum cost of services for all firms is approximately $4,000,000.

The City anticipates selecting up to four (4) firms with an authorization of $1,000,000 per firm.

MAJOR AND OTHER SCOPES OF WORK:

Below is a list of the major scopes of work that the City has identified for this project***. *There must be representation for all major scopes of work listed in the prime's Contractor statement of qualifications. The experience of the firms listed to perform the Major Scopes of Work, whether a sub-consultant 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**

INSPECTION/EXAMINATION SERVICES, NON-DESTRUCTIVE
MECHANICAL ENGINEERING
METALLURGICAL ENGINEERING
FORENSIC ENGINEERING

Notes:

- 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.

- For Subproject assignments that include construction activities performed by the CONSULTANT or Subconsultants, workers shall be paid not less than the prevailing wage rates, as referenced in Section 00830 (http://www.austintexas.gov/sites/default/files/files/Contract_Management/Construction_Bid_Docs/00830__02.04.15_.pdf).

- A consultant performance evaluation will be performed on all professional services contracts. This evaluation will be conducted at the end of each Preliminary, Design and Construction phase, or at assignment completion for those projects with no distinct phases (i.e., surveying, SUE services, etc.).

- Workforce Security Clearance and Identification – See Attachment A in the RFQ documents Table of Contents

EVALUATION CRITERIA
ROTATION LIST SOLICITATIONS

Solicitation Number: CLMP193
Project Name: 2016 Identification & Analysis of Power Generation Facilities Rotation List

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. 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.

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 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.

<u>CONSIDERATION ITEM 1</u>
MBE/WBE PROCUREMENT PROGRAM

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

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

Attach the following:

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

<u>CONSIDERATION ITEM 2</u>
TURNED IN ALL REQUIRED DOCUMENTS

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

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

Respondent must attach the following to Consideration Item 2:

- **Form 1 – Prime Firm General Information**
- **Form 2 – Affidavit of Authentication**
- **Form 3A - Prime Firm's EEO Program**
- **Form 3B - 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**
- **Form A – Certification Checklist**

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

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

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

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

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

(Project Manager – 15 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 Professional must be employed by the prime firm and may be the same individual. Project Manager or Project Professional must be licensed as a professional engineer in the State of Texas at the time of submittal.

List five (5) projects meeting these criteria which have been completed in the past ten (10) years for each individual.

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

CONSIDERATION ITEM 5
PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE (past 5 years)
25 points maximum

City is interested in the prime firm's history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation. List five (5) projects meeting these criteria which have been completed in the past five years. In addition, City may consider history of firm in complying with project programs, schedules, and budgets on previous City projects.

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

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

The City has identified Major Scopes of Work to be provided for this project, which are included in the Scope of Services. Each scope of work can be accomplished through subcontracting other firms or utilizing the prime firm. The City is interested in the history and success of the firm proposed to perform the scope of work (subconsultant or prime), with projects of similar programs, budgets, and/or clients as the areas identified. List three (3) projects per Major Scope of Work meeting these criteria which have been completed in the past five years. In addition, City may consider history of firms in complying with project programs, 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. If more than one firm is listed for a particular Major Scope of Work, list three (3) projects per firm per scope of work. Provide no more than one page per firm per scope.

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

CONSIDERATION ITEM 7
TEAM'S EXPERIENCE WITH AUSTIN ISSUES
10 Points Maximum

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

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

CONSIDERATION ITEM 8
CITY OF AUSTIN'S EXPERIENCE WITH PRIME FIRM (past 5 years)
10 Points Maximum

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

Specific consideration items by phase may include:

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

Budget.

- Construction - dollar value of change orders were <=5% of construction contract amount.

- Quality of work performed.

Firms who have had no previous projects with the City of Austin will receive a score equal to the average of all *engineering* firms in the database with previous City projects.

<u>CONSIDERATION ITEM 9</u>

INTERVIEWS – N/A

Interviews will not be conducted for this solicitation.

CITY OF AUSTIN

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

Project Name: 2016 ID & Analysis Of Power Generation Facilities RL

Project/Solicitation Number: RFQS 6100 CLMP193

Date: 02/22/2016

TABLE OF CONTENTS

Overview **1**

Compliance Plan **Instructions** **3**

Good Faith Efforts Instructions **6**

Contacting Potential MBE/WBE Subconsultants **6**

Good Faith Efforts Review **7**

Post-Award Instructions **9**

Confirmation Letters **9**

Post-Award Monitoring **9**

FORMS

Appendix A: *Compliance Plan* **11**

Appendix B: Letter to Potential Subconsultants **17**

Appendix C: Confirmation **18**

Appendix D: Availability Lists .....

MBE/WBE GOALS

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

OVERVIEW

This document should be read in conjunction with the City of Austin's Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Professional Services (Chapter 2-9B of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9B applies 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 Firms 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) *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 shall initial one of the following Statements of Responsibility options indicating if they will meet the MBE/WBE solicitation goals using certified MBE/WBE firms or will be submitting Good Faith Efforts documentation demonstrating efforts to meet the established MBE/WBE solicitation goals. The Compliance Plan will be reviewed and approved by the Small and Minority Business Resources Department.

Section II Proposer Company 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 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.

By listing certified MBE and WBE Firms on the *Compliance Plan*, the Proposer indicates that both parties acknowledge the scope of work and that they are prepared to contract 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 III through VI 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 a 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 a 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 a 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 a 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 a 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 V 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 a 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 a 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 a MBE/WBE contractor that is performing a Commercially Useful Function shall be counted toward the project goals. If SMBR makes an initial determination that a 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 a 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 IV 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. Do not include the value of work that the MBE/WBE subconsultants will be subcontracting to second-level subconsultants.

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 IV 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 V 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 III or Section IV. If Proposer is not aware of any second-level subconsultants, please write "N/A" in the first box on this page.

As discussed in Section III above, when a 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. The work that a MBE/WBE subcontracts to a non-certified Firm does not count toward the goals. Work that a MBE/WBE subconsultant contracts to another certified Firm shall not be counted twice towards the goal.

Section VI MBE/WBE *Compliance Plan* Check List

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

GOOD FAITH EFFORTS INSTRUCTIONS

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. A 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

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 submit tted 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 a 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 work 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 work originally required to accomplish the project may be undertaken using the subconsultants already under contract to the Consultant. Project managers will have automatic SMBR

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

- **Progressive Sanctions**

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

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

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

Appendix A

MBE/WBE COMPLIANCE PLAN

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

Section I — Project Identification and Goals

Project Name	2016 ID & Analysis Of Power Generation Facilities RL
Solicitation Number	RFQS 6100 CLMP193

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

STATEMENT OF RESPONSIBILITY

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

A. Goals Met

____ I agree to be compliant with the MBE/WBE Procurement Program by meeting the solicitation goals stated above. I commit to utilize the firms listed in Sections III, IV, and V of the *Compliance Plan* for the entirety of the scopes identified as they arise for the full term of the contract unless otherwise approved by SMBR through the Request for Change (RFC) process. If additional scopes of work or subconsulting opportunities are identified, I agree to contact SMBR for an availability list at smbrcompliancedocuments@austintexas.gov and perform good faith efforts if a non-certified firm is selected. If there are any changes (i.e. additions, deletions and substitutions), I understand that SMBR's approval is also required through the RFC process.

B. Good Faith Efforts

____ I agree to be compliant with the MBE/WBE Procurement Program by submitting Good Faith Efforts documentation demonstrating my efforts to meet the established MBE/WBE goals. I commit to utilize the firms listed in Sections III, IV, and V of the *Compliance Plan* for the entirety of the scopes identified as they arise for the full term of the contract unless otherwise approved by SMBR through the Request for Change (RFC) process. If additional scopes of work or subconsulting opportunities are identified, I agree to contact SMBR for an availability list at smbrcompliancedocuments@austintexas.gov and perform good faith efforts if a non-certified firm is selected. If there are any changes (i.e. additions, deletions and substitutions), I understand that SMBR's approval is required through the RFC process.

.

Section II — Proposer Company Information

Name of Company	
Address	
City, State Zip	
Phone	
Fax & E-Mail	
Name of Contact Person	
Is your company registered on Vendor Connection?	Yes ☐ No ☐ *If yes, provide Vendor ID #:*_____ 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 ☐ No ☐ *If yes, please indicate:* MBE ☐ WBE ☐ MBE/WBE Joint Venture ☐ Gender/ Ethnicity:

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

_____
Name and Title of Authorized Representative

_____ _____
Signature Date

For SMBR Use Only:
I have reviewed this compliance plan and found that the Proposer ***HAS*** ☐ *or* ***HAS NOT*** ☐ *complied as per the City Code Chapter 2-9B.*

Reviewing Counselor _____ Date _____

I have reviewed this compliance plan and ***Concur*** ☐ *or* ***Do Not Concur*** ☐ *with recommendation.*

Director/Assistant Director _____ Date _____

Section III — 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 ☐ WBE ☐ Gender/ Ethnicity:
Vendor Code	
Address/ City / State / Zip	
Contact Person & Phone #	
Fax & Email Address	
Commodity codes/describe services	

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

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

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

Section IV — 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	
Commodity codes/describe services	
Reason MBE/WBE not used	

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

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

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

Section V — Disclosure of Second-Level Subconsultants
Duplicate as Needed

Note:

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

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

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

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

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

Section VI — 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 VI *must* be completed and submitted with the *Compliance Plan* if goals or subgoals are not met.**

1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes ☐ No ☐
2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan?* Please list the two methods used to contact MBE/WBEs. *(i.e. fax, email, mail, and/or phone)* Yes ☐ No ☐

   List Methods: _____
3. Were steps taken to follow up with interested MBE/WBEs? Yes ☐ No ☐
4. Were advertisements placed with a local publication? (i.e. newspaper, minority or women organizations, or electronic/social media)? **If yes, please attach**. Yes ☐ No ☐
5. Were written notices sent to Minority or Women organizations? **If yes, 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 ☐

Appendix B

LETTER TO POTENTIAL SUBCONSULTANTS

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

Name of Project: _____

Project/Solicitation Number: _____

Location of Pre-Proposal Conference (if any) _____

_____

_____

Response Due Date and Time: _____

This Project Includes the Following Scopes of Service:

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

Contact: _____ at _____ or _____

(Name) (Telephone) (Fax)

_____

(Email)

All Responses MUST be received by: _____

Appendix C

CONFIRMATION LETTER

(printed on Subconsultant letterhead)

Date

Contact Name
Business Name
Street Address
City, State Zip

Re: Solicitation # _____

Dear (Contact Name):

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

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

Sincerely,

(insert signature)

Contact Name
Title
Business Name

All Points Inspection Svcs Inc
6613 Bramber Ln
Austin Tx 78754

Aptus Engineering Llc
3400 Tavistock Dr
Austin Tx 78748

Arche Llc
5700 North Hampton Rd
Austin Tx 78723

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

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

Cas Consulting & Svcs Inc
7908 Cameron Rd
Austin Tx 78754

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

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

Dorothy M Bothne
14201 Sandy Meadow Circle
Leander Tx 78641

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

Engineered Exteriors, Pllc
13740 Research Blvd. Suite C2
Austin Tx 78750

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

Hvj Associates Inc
6120 S Dairy Ashford
Houston Tx 770072

Jasmine Engineering Inc
401 Congress Ave., Suite 1540
Austin Tx 78701

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

Just Grooving Ltd Co Llc
5428 Walnut Grove Dr
Austin Tx 78744

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

Lackey Commercial Properties, Llc
Po Box 41270
Austin Tx 78704

Mechanical & Process Systems Llc
1804 Central Commerce Court
Round Rock Tx 78664

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

Oakhill Engineering, Llc
5705 Janabyrd Lane
Austin Tx 78749

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

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

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

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

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

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

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

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

Tlc Engineering Inc.
8204 Westglen Drive
Houston Tx 77063

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP193 2016 ID & Analysis Of Power Generation Facilities RL
Version No.: 1 **Phase: 1**

Vendors Within the SLBP Area

92541 Forensic Engineering

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759	512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	Male/Asian	AU
	VS0000031778 ENGINEERED EXTERIORS, PLLC 13740 Research Blvd. Suite C2 Austin Tx 78750	5125713530 jen@engineeredexteriors.com	WB	Female/Caucasian	AU
	GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823	512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	Male/Hispanic	AU
	V00000907693 LEAP Structures, PLLC 3001 S. Lamar Blvd Suite 230 Austin Tx 78704	512-298-3999 1 tchu@leapstructures.com	MDB	Male/Asian	AU
	VS0000029260 Oakhill Engineering, LLC 5705 Janabyrd Lane Austin Tx 78749	512-497-5256 512-747-8916 dchen@oakhillengineering.com	MDB	Male/Asian	AU
	PES8307381 P E STRUCTURAL CONSULTANTS INC 8436 Spicewood Springs Rd Austin Tx 78759-6050	512-250-5200 512-250-5222 LPOWELL@PESTRUCTURAL.COM	WDB	Female/Caucasian	AU
	STE8305142 STEINMAN LUEVANO STRUCTURES LLP 5901 Old Fredericksburg Rd B101 Austin Tx 78749	512-891-6766 512-891-6966 john@slstructures.com	MDB	Male/Hispanic	AU

92567 Mechanical Engineering

	V00000921397 APTUS ENGINEERING LLC 3400 Tavistock Dr Austin Tx 78748	5128504770 sujay@aptuseng.com	MDB	Male/Asian	AU

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP193 2016 ID & Analysis Of Power Generation Facilities RL
Version No.: 1 **Phase: 1**

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000909871 ARCHE LLC 5700 North Hampton Rd Austin Tx 78723	512-350-4845 cescamilla@archeeng.com	MWB	Female/Hispanic	AU
	VS0000015522 AYS Engineering, LLC 203 E. Main Street Ste 204 Round Rock Tx 78664	512-961-6835 raleman@ayseng.com	MB	Male/Hispanic	SL
	CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754	512-836-2388 512-836-4515 channys@casengineers.com	MDB	Male/Asian	AU
	CLO8320728 CLOTTEY ENGINEERING INC 210 N Kings Canyon Dr Cedar Park Tx 78613-3043	512-996-9020 512-996-9520 CCLOTTEY@CLOTTEYENGINEERING.COM	MDB	Male/African American	AU
	VC0000101538 DOROTHY M BOTHNE 14201 Sandy Meadow Circle Leander Tx 78641	512-259-8476 512-259-8781 DBOTHNE@AUSTIN.RR.COM	WB	Female/Caucasian	SL
	ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759	512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	Male/Asian	AU
	VS0000031778 ENGINEERED EXTERIORS, PLLC 13740 Research Blvd. Suite C2 Austin Tx 78750	5125713530 jen@engineeredexteriors.com	WB	Female/Caucasian	AU
	HUR2455500 HARUTUNIAN ENGINEERING INC 305 E Huntland Dr Ste 500 Austin Tx 78752-3730	512-454-2788 512-454-6434 PROCURE@HEIWORLD.COM	WB	Female/Caucasian	AU
	JAS2584500 JASMINE ENGINEERING INC 401 Congress Ave., Suite 1540 Austin Tx 78701	512-326-2900 512-326-2906 jasmine@jasmineengineering.com	WDB	Female/Caucasian	AU
	GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823	512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	Male/Hispanic	AU
	VS0000028414 Lackey Commercial Properties, LLC Po Box 41270 Austin Tx 78704	512-971-1201 8883817794 mwlackey@lc-cx.com	MDB	Male/Hispanic	AU

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP193 2016 ID & Analysis Of Power Generation Facilities RL
Version No.: 1 **Phase: 1**

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000917399 Nodal Partners, LLC 13640 Briarwick Dr. Suite 180 Austin Tx 78729	512-364-0688 128 lindsaypalinsky@beeusa.com	MB	Male/Asian	AU
	POW8300999 POWER QUALITY ENGINEERING INC 3061 Woodall Dr Bldg A Cedar Park Tx 78613-7225	512-267-6656 512-267-0989 vbloom@pqeinc.com	MWB	Female/Hispanic	AU
	STE8305142 STEINMAN LUEVANO STRUCTURES LLP 5901 Old Fredericksburg Rd B101 Austin Tx 78749	512-891-6766 512-891-6966 john@slstructures.com	MDB	Male/Hispanic	AU
	ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156	512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	Male/Hispanic	AU
	VS0000011064 Texas Energy Engineering Services, Inc. 1301 S. Capital Of Texas Highway Suite B-325 Austin Tx 78746	512-328-2533 201 512-328-2544 Saleem@teesi.com	MDB	Male/Asian	AU
	VS0000035423 W&D Enterprises, L.L.C. 1747 Fort Grant Dr. Round Rock Tx 78665	512-563-1720 vwinston@mavaengineering.com	MDB	Male/African American	AU
94159 Inspection/Examination Services, Non-Destructive (					
	ALL8308356 ALL POINTS INSPECTION SVCS INC 6613 Bramber Ln Austin Tx 78754	512-272-5056 512-272-8278 AUSTIN@APISGROUP2.COM	MWDB	Female/African American	AU
	VS0000013540 JUST GROOVING LTD CO LLC 5428 Walnut Grove Dr Austin Tx 78744	512-773-7180 512-524-4589 wyette@justgrooving.com	MDB	Male/African American	AU
	MEC8310574 MECHANICAL & PROCESS SYSTEMS LLC 1804 Central Commerce Court Round Rock Tx 78664	512-691-9259 5126919258 MIKE@MPSLTD.US	MDB	Male/Asian	SL

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP193 2016 ID & Analysis Of Power Generation Facilities RL
Version No.: 1 **Phase: 1**

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	PAV8303934 PAVETEX ENGINEERING & TESTING INC 3989 Hwy 290 E Dripping Springs Tx 78620-4287	512-894-3040 512-858-2921 saraht@pavetex.com	MWDB	Female/Hispanic	SL
	V00000901562 Regional Engineering Inc. 818 Wagon Trail Suit # 102 Austin Tx 78758	512-507-9355 5126708915 reiaustx@gmail.com	MDB	Male/Asian	AU

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP193 2016 ID & Analysis Of Power Generation Facilities RL
Version No.: 1 **Phase: 1**

Vendors Outside the SLBP Area

92541 Forensic Engineering

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	HVJ2459750 HVJ ASSOCIATES INC 6120 S Dairy Ashford Houston Tx 770072	512-447-9081 281-933-7293 HJOHNSON@HVJ.COM	MDB	Male/African American	TX
	SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261	2148807929 2148809005 michele.swayzer@swayzer.com	MWDB	Female/African American	TX
	VAC8317945 V&A CONSULTING ENGINEERS INC 155 Grand Ave Ste 700 Oakland Ca 94612-3592	510-903-6600 510-903-6001 KBell@vaengineering.com	MDB	Male/Hispanic	OS

92567 Mechanical Engineering

	VS0000020957 Azcarate & Associates Consulting Engineers, LLC 7920 Belt Line Road, Suite 930 Dallas Tx 75254	214-217-9993 razcarate@aace-eng.com	MDB	Male/Hispanic	TX
	CNG8321131 CNG ENGINEERING P L L C 1917 N New Braunfels Ave Ste 201 San Antonio Tx 78208-1419	210-224-8841 210-224-8824 TRAVIS.WILTSHIRE@CNGENGINEERING.COM	MDB	Male/African American	TX
	VS0000035278 RGM Engineering, LLC 700 N Saint Marys Suite 1225 San Antonio Tx 78205	210-299-4522 204 210-299-4525 elizabeth@rgmengineering.net	MB	Male/Hispanic	TX
	SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261	2148807929 2148809005 michele.swayzer@swayzer.com	MWDB	Female/African American	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	Male/African American	TX
	V00000928317 Universal Service Enterprises LLC 1101 Arwine Court Suite 100 Euless Tx 76040	2143154786 sidnaeimi@useengineering.com	MDB	Male/Asian	TX

City of Austin
Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP193 2016 ID & Analysis Of Power Generation Facilities RL
Version No.: 1 **Phase: 1**

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000924928 Urban Infrastructure Group, Inc. Po Box 729 Donna Tx 78537	9564644710 9564644714 cgonzalez@uigtexas.com	MB	Male/Hispanic	TX

Total in SLBP: 30
Total Outside SLBP: 10

FORM 1
Prime Firm General Information

Solicitation Number: CLMP193

Project Name: 2016 Identification & Analysis of Power Generation Facilities RL

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

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		
☐ Yes	☐ No	If "yes, please state limits.
Commercial General Liability Insurance		
☐ Yes	☐ No	If "yes", please state limits.
Business Automobile Liability Insurance		
☐ Yes	☐ No	If "yes", please state limits.
Professional Liability Insurance		
☐ Yes	☐ No	If "yes", please state limits.

SUBCONSULTANT INFORMATION

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

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

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: CLMP193
Project Name: 2016 Identification & Analysis of Power Generation Facilities RL

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

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

Signature: _____ Date: _____

Printed Name: _____

Title: _____

Firm/Entity: _____

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

_____ My Commission Expires _____
Notary Public

END

FORM 3A - PRIME FIRM'S EEO PROGRAM

Solicitation Number: CLMP193

Project Name: 2016 Identification & Analysis of Power Generation Facilities RL

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 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 compliant, 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 iscrimination 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 filling. 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

FORM 3B - APPENDIX A OF TITLE VI ASSURANCES

Solicitation Number : CLMP193

Project Name : 2016 Identification & Analysis of Power Generation Facilities RL

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: CLMP193

Project Name: 2016 Identification & Analysis of Power Generation Facilities RL

State of Texas

County of Travis

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

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

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

1. **Anti-Collusion Statement.** The Respondent has not and will not in any way directly or indirectly:

   a. colluded, conspired, or agreed with any other person, firm, corporation, respondent or potential respondent to the amount of this response or the terms or conditions of this response.

   b. paid or agreed to pay any other person, firm, corporation, respondent or potential respondent any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached response or the response of any other respondent.

2. **Preparation of Invitation for Response and Contract Documents** . The Respondent has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying response or contract documents. In addition, the Respondent has not otherwise participated in the preparation or development of the underlying response or contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all respondents, so as to have an unfair advantage over other respondents, provided that the Respondent may have provided relevant product or process information to a consultant in the normal course of its business.

3. **Participation in Decision Making Process.** The Respondent has not participated in the evaluation of responses or proposals or other decision making process for this solicitation, and, if Respondent is awarded a contract hereunder, no individual, agent, representative, consultant or sub contractor or consultant associated with Respondent, who may have been

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

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

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

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

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

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

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

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

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

Signature_____ Date:

Printed Name:

Title:

Firm/Entity:

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

_____ My Commission Expires _____
Notary Public

RESPONDENT'S EXPLANATION:

_____

_____

_____

_____

Include the entire Affidavit, Pages 1 – 3.

END

FORM 5
AFFADAVIT OF AVAILABILITY

Solicitation Number: CLMP**193**

Project Name 2016 Identification & Analysis of Power Generation Facilities RL

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

In addition, prime firms who list individuals in Consideration Item 4 - Experience of Key Personnel must commit that those individuals are indeed employed by the prime firm and are not contracted employees. Prime firms who use an affiliated firm to hire staff on behalf of the prime firm must inform the City of this fact in its executive summary and explain the affiliated relationship involved between the two firms.

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

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

Signature: Date:

Printed Name:

Title:

Firm/Entity Name:

Subscribed and sworn to before me this day of ,20

My Commission Expires

Notary Public

END

FORM 6
AFFIDAVIT OF CONTRACT EXECUTION

Solicitation Number: CLMP193

Project Name: 2016 Identification & Analysis of Power Generation Facilities RL

Entities submitting qualification statements shall be prepared to be responsive to City staff following Council award in providing documents required for contract execution, including but not limited to insurance, corporate resolution, hourly rate information and non-discrimination policy. The prime firm must commit to meeting schedules and deadlines set by City staff in order to execute the contract in a timely manner. We anticipate contract execution on or before Aug 2, 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__.

_____ My Commission Expires _____
Notary Public

END

FORM 7
EXPERIENCE OF PROJECT MANAGER

Solicitation Number: CLMP193
Project Name: 2016 Identification & Analysis of Power Generation Facilities RL

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

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

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

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

FORM 8
EXPERIENCE OF PROJECT PROFESSIONAL

Solicitation Number: CLMP193
Project Name: 2016 Identification & Analysis of Power Generation Facilities RL

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: CLMP193
Project Name: 2016 Identification & Analysis of Power Generation Facilities RL

Firm Name:

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

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

FORM 11
MAJOR SCOPES OF WORK - COMPARABLE PROJECT EXPERIENCE

Solicitation Number: CLMP193
Project Name: 2016 Identification & Analysis of Power Generation Facilities RL

Scope of Work:	
Firm Name:	

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

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

FORM A

CERTIFICATION CHECKLIST

Directions: Check the appropriate boxes below for each certification and attach copies of certification documentation. Certifications must be completed by the submittal due date. Check the first box if either prime or subconsultant currently holds certification. Next, indicate whether the certification is at the prime or subconsultant level.

TITLE	***Check Box if Certified***	***Indicate "prime" or "subconsultant"***
"R" Stamp		
American Society of Nondestructive Testing (ASNT-TC-1A) Level II & III		
American Welding Society-Certified Welding Inspector (AWS / CWI)		

AGREEMENT BETWEEN THE CITY OF
AUSTIN, TEXAS AND CONSULTANT

This AGREEMENT made as of this day of ,

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

hereinafter referred to as "OWNER",

and:

(Name of Firm)

hereinafter referred to as "CONSULTANT",

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

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

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

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

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

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

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

City of Austin, OWNER
P.O. Box 1088

(Name of Firm), CONSULTANT

TEMPLATE

Austin, Texas 78767

(Address of Firm)

By:_____

Printed Name: _____

Title: _____

Date: _____

By: _____

Printed Name: _____

Title: _____

Date: _____

Approved As To Form:

By: _____
Assistant City Attorney

Attest:

By: _____
Secretary, if a Corporation

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

END

TEMPLATE

General Conditions Table of Contents

SECTION 1 CONSULTANT'S RESPONSIBILITIES 2
SECTION 2 OWNER'S RESPONSIBILITIES 4
SECTION 3 FIXED CONSTRUCTION BUDGET 5
SECTION 4 RESOURCE ALLOCATION PLAN (RAP) 6
SECTION 5 COMPENSATION 7
SECTION 6 SUBSEQUENT WRITTEN AUTHORIZATIONS 11
SECTION 7 INSURANCE REQUIREMENTS 11
SECTION 8 TERMINATION OF AGREEMENT 13
SECTION 9 OWNER REMEDIES 15
SECTION 10 CONSULTANT REMEDIES 16
SECTION 11 DISPUTE RESOLUTION 16
SECTION 12 MISCELLANEOUS PROVISIONS 18

TEMPLATE

SECTION 1 - CONSULTANT'S RESPONSIBILITIES

1.0 General

The CONSULTANT will serve as the OWNER'S professional consultant in those phases of the PROJECT as stated in the Supplemental Terms and Conditions of this AGREEMENT and in subsequent written authorizations (as described in Section 6), and will consult and advise the OWNER during the performance of the CONSULTANT's services. The OWNER agrees to compensate the CONSULTANT for those services in accordance with Section 5. CONSULTANT shall report to OWNER's designated PROJECT Manager named in subparagraph 12.7.1.1 of the Supplemental Terms and Conditions of this AGREEMENT.

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

1.1 Performance of Services

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

1.1.1 The CONSULTANT's employees and the CONSULTANT's associated subconsultants to be used in the performance of PROJECT professional services (as described in subsection 1.4) are identified in Attachment 3. The CONSULTANT must disclose any potential conflict of interest relating to the CONSULTANT, the CONSULTANT's employees, a subconsultant or supplier. Failure to disclose any such conflicts may be grounds for termination under subsection 8.5 of this AGREEMENT by the OWNER.

1.1.2 The person identified as PROJECT manager by the CONSULTANT, identified in Attachment 3, must be employed by the CONSULTANT.

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

1.1.4 The CONSULTANT agrees not to modify subconsultants' designs after subconsultants' seals have been affixed except with written consent of the subconsultant. The CONSULTANT is fully responsible for the subconsultants' performance and obligations under this AGREEMENT.

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

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

TEMPLATE

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

1.1.8 The CONSULTANT will attend and draft complete minutes of each PROJECT design and construction meeting and submit them to OWNER within seven (7) calendar days after each PROJECT meeting.

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

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

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

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

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

1.2 Laboratory Services

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

1.3. Quality Control Plan (QCP)

TEMPLATE

1.3.1 The CONSULTANT agrees to perform on each Subproject quality assurance-quality control/ constructability reviews in accordance with the CONSULTANT's approved Subproject Quality Control Plan (QCP) described in Attachment 4, that is incorporated by reference and which includes any subsequent revisions approved by OWNER. The QCP is to be submitted to the OWNER for approval within fourteen (14) calendar days of OWNER's issuance of a Notice to Proceed to the CONSULTANT. In addition to providing the reports required by the QCP, the CONSULTANT agrees to address any QCP comments from the OWNER and provide resolution to the OWNER's satisfaction. In the event the OWNER retains its own consultant to perform additional QCP services for the OWNER, the CONSULTANT will provide all necessary information to the OWNER, address any comments from the OWNER's consultant, and provide resolution to the OWNER's satisfaction. The CONSULTANT must include this language in all its subconsultant contracts to ensure subconsultants understand their responsibility for complying with the OWNER's or OWNER's consultant's QCP requirements.

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

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

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

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

1.4 Basic Services

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

SECTION 2 - OWNER'S RESPONSIBILITIES

2.1 The OWNER will:

2.1.1 Provide its requirements for each Subproject.

2.1.2 Designate the OWNER's Project Manager.

TEMPLATE

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

2.1.4 Assist CONSULTANT by making available (i) reports; (ii) property, boundary, easement, right-of-way, topographic and utility surveys; (iii) zoning and deed restrictions; and (iv) other data relevant to the development of each Subproject.

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

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

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

2.1.8 Direct CONSULTANT by way of written supplemental amendment (described in Subsection 4.2) to provide any necessary Additional Services beyond those authorized in the approved Subproject RAP or as stipulated in the Supplemental Terms and Conditions of this AGREEMENT.

SECTION 3 - FIXED CONSTRUCTION BUDGET

3.1 The "Fixed Construction Budget" means the amount allocated by OWNER for each Subproject construction contract, which can only be adjusted by OWNER's prior written approval. The Fixed Construction Budget is shown in the approved PROJECT RAP (Attachment 1).

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

3.3 Responsibility for Fixed Construction Budget

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

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

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

TEMPLATE

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

3.3.3 *Bid Alternates*

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

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

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

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

TEMPLATE

SECTION 4 - RESOURCE ALLOCATION PLAN (RAP)

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

4.1.1 The Subproject RAP for each assigned Subproject shall follow the rate structure included as Attachment 3 unless a revised rate structure has been approved through a Supplemental Amendment in accordance with Subsection 4.2. The City will consider rate revisions only if requested to do so by the CONSULTANT. However, rate revisions will not be considered until at least one (1) year after the date of this AGREEMENT or any subsequent amendments relating to rate revisions.

4.2 Supplemental Amendments

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

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

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

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

4.3 If the OWNER sustains actual damages as a result of willful or negligent failure of the CONSULTANT to furnish services in compliance with the approved Subproject RAP described in this Section 4 and subsequent Supplemental Amendments in accordance with Subsection 4.2, the CONSULTANT agrees to compensate the OWNER for the cost of such damages in accordance with Section 9, itemized costs of which will be provided to the CONSULTANT by the OWNER. The OWNER agrees to provide the CONSULTANT written notification of such damages as the cost is being incurred.

4.4 The CONSULTANT shall not be liable or responsible for OWNER delays or postponements. If the CONSULTANT is delayed by conditions beyond its reasonable control, written time extension requests may be submitted to the OWNER for approval. These requests will be reviewed only if submitted to OWNER at least fourteen (14) calendar days prior to any affected milestone date in the Subproject RAP. If the next milestone date is less than fourteen (14) calendar days from the date of the delay or suspension of service, the CONSULTANT will be allowed fourteen (14) calendar days from the date of the delaying event to submit the request to OWNER.

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

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

TEMPLATE

SECTION 5 - COMPENSATION

5.1 Basis of Compensation

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

5.1.1.1 No advance payment will be paid to the CONSULTANT prior to rendering services.
5.1.1.2 Payments for Basic Services will be made monthly in proportion to services performed within each phase of services, as shown in the Subproject RAP.
5.1.1.3 For services provided by subconsultants, a multiple of one and five hundredth (1.05) times the amounts billed to the CONSULTANT for such services will be paid.

5.1.2 The total amount of compensation to be paid the CONSULTANT will not exceed the amount stated in paragraph 5.1.2.1 of the Supplemental Terms and Conditions of this AGREEMENT.

5.1.3 *Compensation for Additional Services*

5.1.3.1 For *PROJECT REPRESENTATION BEYOND BASIC SERVICES* as described in Subparagraph 1.4.6 of the Supplemental Terms and Conditions of this AGREEMENT, compensation will be made as an Additional Service in accordance with the schedule of hourly rates shown in Attachment 3.

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

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

5.1.4 *Compensation for Reimbursable Expenses*

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

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

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

5.1.5.1 If OWNER determines the scope of the PROJECT or any Subproject's services are changed materially, compensation will be equitably adjusted through negotiation.

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

5.1.6 *Period of Service*

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

5.1.6.2 CONSULTANT's failure to meet an approved Subproject RAP may result in the assessment of remedies as described in Sections 8 and 9 of this AGREEMENT.

5.2 Reimbursable Expenses

TEMPLATE

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

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

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

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

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

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

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

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

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

5.2.6 Reproduction expense for drawings, specifications and any other documentation to be submitted to utility owners and governmental authorities having jurisdiction over the PROJECT and any Subproject.

5.3 Payments to the Consultant

5.3.1 *Payments for Basic Services*

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

5.3.2 *Payments for Additional Services*

TEMPLATE

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

5.3.3 *Payments Withheld*

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

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

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

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

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

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

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

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

5.3.4 *Prompt Payments*

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

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

5.3.5 *Payment for Project Suspension or Termination*

TEMPLATE

5.3.5.1 If a Subproject is suspended or abandoned in whole or in part for more than three months, the CONSULTANT will be compensated for all services performed prior to receipt of written notice from the OWNER of such suspension or abandonment, together with Reimbursable Expenses then due. If the Subproject is resumed after being suspended for more than three months, the CONSULTANT'S compensation may be equitably adjusted through negotiation. If the parties cannot agree on an adjustment, OWNER may terminate the Subproject in accordance with Subsection 8.6.

SECTION 6 - SUBSEQUENT WRITTEN AUTHORIZATIONS

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

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

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

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

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

SECTION 7 - INSURANCE REQUIREMENTS

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

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

TEMPLATE

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

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

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

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

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

7.1.4 CONSULTANT's Professional Liability Insurance to pay on behalf of the assured all sums which the assured becomes legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, maps, drawings, analyses, reports, surveys, change orders, designs or specifications prepared or alleged to have been prepared by the assured. The policy must provide for 30 day notice of cancellation in favor of the OWNER. The minimum limit is specified in subparagraph 7.1.4.1 of the Supplemental Terms and Conditions of this AGREEMENT.

7.2 General Requirements

7.2.1 The CONSULTANT must complete and forward the OWNER'S standard certificate of insurance to the OWNER before the AGREEMENT is executed, as verification of coverage required in Paragraphs 7.1.1 through 7.1.4 above. The CONSULTANT shall not commence services until the required insurance has been obtained and until such insurance has been reviewed by the OWNER's Office of Contract and Land Management. Approval of insurance by the OWNER does not relieve or decrease the liability of the CONSULTANT hereunder and must not be construed to be a limitation of liability on the part of the CONSULTANT.

TEMPLATE

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

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

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

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

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

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

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

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

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

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

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

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

TEMPLATE

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

SECTION 8 - TERMINATION OF AGREEMENT

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

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

8.3 Notice to Cure.

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

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

8.5 This AGREEMENT may be terminated by the OWNER for cause upon seven (7) calendar days' written notice. In the event OWNER terminates the AGREEMENT with cause, the OWNER may reject any and all proposals submitted by CONSULTANT for up to three (3) years. In the event that a termination for cause is found to be wrongful, the termination shall be converted to a termination without cause as set forth in Subsection 8.6 and CONSULTANT's remedy for wrongful termination is limited to the recovery of payments permitted under Subsection 8.6.

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

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

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

8.5.3 If CONSULTANT makes fraudulent statements;

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

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

TEMPLATE

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

8.6 This AGREEMENT may be terminated at the OWNER'S convenience upon seven (7) calendar days written notice; in which event, the CONSULTANT will be compensated for all services performed to termination date, together with Reimbursable Expenses then due, in accordance with Subsection 8.7, and the OWNER retains the right to continue the PROJECT consistent with paragraph 12.2.4.

8.7 In the event of termination not the fault of the CONSULTANT, the CONSULTANT will be compensated for all services performed to termination date, together with Reimbursable Expenses then due. CONSULTANT will submit to the OWNER, within the timeframe set in the termination notice, all work and documents prepared to that point. Fixed-fee payment to the CONSULTANT shall be proportional to services performed to the date of termination.

TEMPLATE

SECTION 9 - OWNER REMEDIES

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

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

9.1.2 Failure of the CONSULTANT to design for compliance with the laws of City, State and federal governments as specified in paragraph 1.4.2 of the Supplemental Terms and Conditions of this AGREEMENT, such that subsequent compliance costs exceed expenditures which would have been involved had services been properly executed by the CONSULTANT. The CONSULTANT will financially participate in the OWNER'S financial losses for those non-value added compliance costs.

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

9.2 Pursuant to Section 7.1.4, the OWNER shall assert a claim against the CONSULTANT as appropriate when other remedies are not available or offered for design deficiencies discovered during and after Subproject construction. When the OWNER incurs non-value added work costs for change orders due to design errors or omissions, the OWNER will send the CONSULTANT a certified cost recovery letter that includes

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

The CONSULTANT will provide a preliminary response to OWNER within seven (7) calendar days of receipt of the claim letter. The CONSULTANT must submit a formal documented response to the claim letter to the OWNER within fourteen (14) calendar days of the date of the preliminary response. The CONSULTANT will provide the payment requested by OWNER within thirty (30) calendar days of OWNER's acceptance of formal CONSULTANT

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

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

9.4 Decisions to Withhold Payment

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

SECTION 10 - CONSULTANT REMEDIES

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

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

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

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

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

SECTION 11 - DISPUTE RESOLUTION

11.1 Filing of Claims

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

TEMPLATE

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

11.2 Alternative Dispute Resolution

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

11.2.2 Negotiating with Previously Uninvolved Personnel

Either party may make a written request for a meeting to be held between representatives of each party within fourteen (14) calendar days of the request or such later period that the parties may agree to. Each party shall endeavor to include, at a minimum, one (1) previously uninvolved senior level decision maker (an owner, officer, or employee of each organization) empowered to negotiate on behalf of their organization. If a previously uninvolved senior level decision maker is unavailable due to the size of the CONSULTANT's organization or any other reason, the CONSULTANT shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations will be concluded within thirty (30) calendar days of the first meeting, unless mutually agreed otherwise.

11.3 Mediation

11.3.1 If the procedure described in 11.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONSULTANT agree to select within thirty (30) calendar days a mediator trained in mediation skills and knowledgeable of the CONSULTANT's professional discipline, to assist with resolution of the dispute. OWNER and CONSULTANT agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this AGREEMENT prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to ask the Travis County Dispute Resolution Center to select a qualified individual, which selection is binding on the parties.

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

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

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

11.4 Resolution of Disputes between CONSULTANT and Subconsultant:

The CONSULTANT agrees to follow the procedures paralleling those outlined in subsections 11.1, 11.2 and 11.3 in the event of a dispute with a subconsultant. The OWNER is not a party to the dispute resolution process between the CONSULTANT and subconsultants. However, if the OWNER is notified of a subconsultant claim, the OWNER will

TEMPLATE

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

SECTION 12 - MISCELLANEOUS PROVISIONS

12.1 Owner's Right to Audit

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

.1 accounting records;
.2 written policies and procedures;
.3 subcontract files;
.4 correspondence;
.5 supplemental amendments (as appropriate);
.6 agreements between CONSULTANT and any subconsultant;
.7 records necessary to evaluate: contract compliance; and any claim submitted by CONSULTANT or any of its subconsultants;
.8 any other CONSULTANT record that may substantiate any charge related to this Agreement; and
.9 technical work products in accordance with the approved Subproject RAP.

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

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

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

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

12.2 Ownership and Use of Documents

12.2.1 All Subproject Drawings and Specifications produced by the CONSULTANT under this AGREEMENT are the property of the OWNER. The CONSULTANT shall also provide the OWNER high quality mylar and digital computer copies on CD or other OWNER-approved media of updated drawings and reproducible copies of specifications as specified in paragraph 1.4.2 of the Supplemental Terms and Conditions of this AGREEMENT. The cost of such copies will be paid as specified in Section 5 of this AGREEMENT. The CONSULTANT may not provide copies of or otherwise use the work products covered by this subsection 12.2 without the express prior written approval of the OWNER.

TEMPLATE

12.2.2 The CONSULTANT agrees that items such as Subproject plans, drawings, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this AGREEMENT, and which is/are to be paid for by the OWNER, is/are subject to the rights of the OWNER in effect on the date of this AGREEMENT. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. The CONSULTANT shall not copyright or otherwise claim ownership of the work products covered by this subsection 12.2. The CONSULTANT shall include in its subconsultant contracts appropriate provisions to achieve the purpose of this subsection 12.2.

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

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

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

12.3 Venue

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

12.4 Definitions

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

12.5 Severability

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

12.6 Indemnification

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

TEMPLATE

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

12.7 Notices

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

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

12.8 Successors and Assigns

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

12.9 Extent of Agreement

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

TEMPLATE

Insert Supplemental Conditions here upon contract negotiation.

TEMPLATE

ATTACHMENT 1: RESOURCE ALLOCATION PLAN

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

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

APPROVED FIXED CONSTRUCTION BUDGET:

DATE OF CURRENT FCB:

TEMPLATE

ATTACHMENT 2

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

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

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

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

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

TO: CONSULTANT:

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

The CONSULTANT PROPOSAL is for the following PROJECT assignment:

SUBPROJECT NAME:

SUBPROJECT DESCRIPTION:
Reference Attachments:_____

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

(continued on next page)

TEMPLATE

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

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

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

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

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

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

OTHER BASIC SERVICES: Reference Attachments:

PAYMENTS FOR BASIC COMPENSATION

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

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

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

Loaded Hourly Rate: Complete Attachment 3

(continued on next page)

TEMPLATE

CONSULTANT PROPOSAL

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

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

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

Reference Other Attachments:

Signature: _____ _____
CONSULTANT DATE

NOTICE TO PROCEED

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

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

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

cc: , Project Manager

TEMPLATE

ATTACHMENT 4

QUALITY CONTROL PLAN (QCP)

Definitions

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

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

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

Due Date:

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

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

Management Philosophy	
1	*The QCP specifies how the organization's technical management philosophy supports its commitment to quality* *<u>Needed</u>: Certification by consultant firm's Board of Directors, president, owner, managing partner, or other executive-level staff that, to ensure quality of design products:* *(a) firm is committing adequate manpower and resources* *(b) Project Design Team (PDT) is accountable to Independent Technical Review Team (ITRT)* *(c) Management and the PDT will emphasize quality control during the production of design documents* *(d) Management and the PDT will establish internal quality checks and reviews* *(e) Management and the PDT will assess independent quality control's contribution to the quality of design documents*
Management / Organization Structure	
2	*The QCP specifies:*

TEMPLATE

	• who manages the Independent Technical Review Team (ITRT) (internal or external to the design consulting firm) • if the ITRT is internal to the design consulting firm, that the ITRT is independent of the Project Design Team (PDT) • the ITRT reports to a management level the same or higher than the PDT • interrelationships of management, PDT, and ITRT (including all consultants *<u>Needed</u>:* *(a) An organization chart depicting the relationships of all parties noted above, identifying them by name and describing each person's responsibilities on the design project* *(b) Resumes for members of the ITRT*
Quality Control Procedures	
3	*The QCP specifies* • management and control of design and QCP documents *<u>Needed</u>:* *(a) Statement that access to design and QCP documents will be controlled* *(b) Procedures are defined to identify and track versions of documents* *(c) Document control plan* *(d) Also refer to "Documentation" section below*
4	• internal and external communications, including an Issue Follow-Up Plan *<u>Needed</u>:* *(a) description of management of QCP communications with all parties* *(b) Issue Follow-Up Plan to track problems identified and their resolution*
5	• design coordination *<u>Needed</u>: Procedure must describe:* *(a) relationships, accountability, authority, and responsibilities within the Project Design Team* *(b) efforts to achieve interdisciplinary coordination*
6	• design checks and reviews, specifically addressing: ▪ correct application of methods ▪ validity of data and assumptions ▪ accuracy of calculations ▪ complete documentation ▪ testing, modeling, assumptions, calculations, text & graphical presentations in

TEMPLATE

	▪ special project components ▪ compliance with all applicable guidance, standards, regulations, codes & laws ▪ ensuring project is biddable, constructible and operable as well as environmentally compliant <u>*Needed*</u>*:* *(a) types, intervals and frequency of reviews* *(b) identification of applicable guidance, standards, codes, specifications and laws* *(c) methodology for addressing constructability* *(d) description of testing, modeling, development of assumptions, calculations, and presentation methods in design documents to meet design criteria and standards of professional practice* *(e) methodology for identifying and addressing all appropriate environmental requirements*
7	• independent technical reviews, specifically ensuring: ▪ seniority and technical qualifications of Independent Technical Review Team (ITRT) members and their separation from the Project Design Team (PDT) ▪ concepts, assumptions and procedural details are accurate, appropriate and fully coordinated ▪ examination of appropriate alternatives ▪ definition and scoping of problems, issues and opportunities ▪ validity of analytical methods ▪ results and recommendations are reasonable, comply with all requirements, and are supported by the documents ▪ any deviations from policy, guidelines or standards have been identified and approved by the appropriate parties ▪ design documents result in project that is biddable, constructible, operable, environmentally sound, and cost-effective ▪ design products meet City's needs <u>*Needed*</u>*:* *(a) Description of how the Independent Technical Review Team (ITRT) will validate the quality of the Project Design Team's (PDT) products prior to submission to the PM* *(b) Identification of any design components that will require special quality reviews* *(c) checklists for review of each design element*
8	• managerial plan to maintain continuity of QCP effort <u>*Needed*</u>*:* *(a) description of how management will maintain required level of effort and quality resources*

TEMPLATE

	(b) contingency plan for replacement of key PDT and/or ITRT staff
Documentation	
9	*The QCP specifies:* • records control plan for all internal review documents, associated comments and responses, describing that: ▪ all documents retained in consultant's files ▪ files are auditable and available to the City upon request ▪ files are identified by document type and compiled according to a file index system *<u>Needed</u>: Details on all items listed above*
10	• upon project completion, the consultant will certify compliance with the QCP *<u>Needed</u>: Consultant submits draft Consultant Statement of Technical Review* *(a) verifying compliance with the QCP and* *b) agreeing to identify and assess issues that arise during later project phases with respect to the QCP* *The Statement must be signed by the Project Design Team (PDT), the Independent Technical Review Team (ITRT), and the Principal (or other executive-level official) of the consultant. The consultant will provide the City all Issues analyses from later phases*
Schedule	
11	*The QCP specifies that:* • a design schedule showing the sequence of tasks to be completed within the time period specified by the City; must include ▪ design submittal dates to City ▪ project design team (PDT) reviews ▪ Independent Technical Review Team (ITRT) reviews ▪ time for revisions prior to submittals to City ▪ time for City review of submittals • how all QCP measures will be tracked to avoid project delays *<u>Needed</u>: Items as described above*

TEMPLATE

ATTACHMENT A

WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION

A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").

B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report [requestors may anticipate a two-week delay for State reports and up to a four to six week delay for receipt of a Federal report.].

   i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;

   ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state-issued or foreign national driver's license or photo ID card; or

   iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.

C. Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.

D. Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.

E. Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.

F. The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial

of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.

G. Contractor's personnel will be required to wear the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.

H. ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.

I. Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.

J. The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference 12.1 in Section 12 in the Professional Services Agreement-Rotation List General Conditions of the Agreement), entitled Owner's Right to Audit).