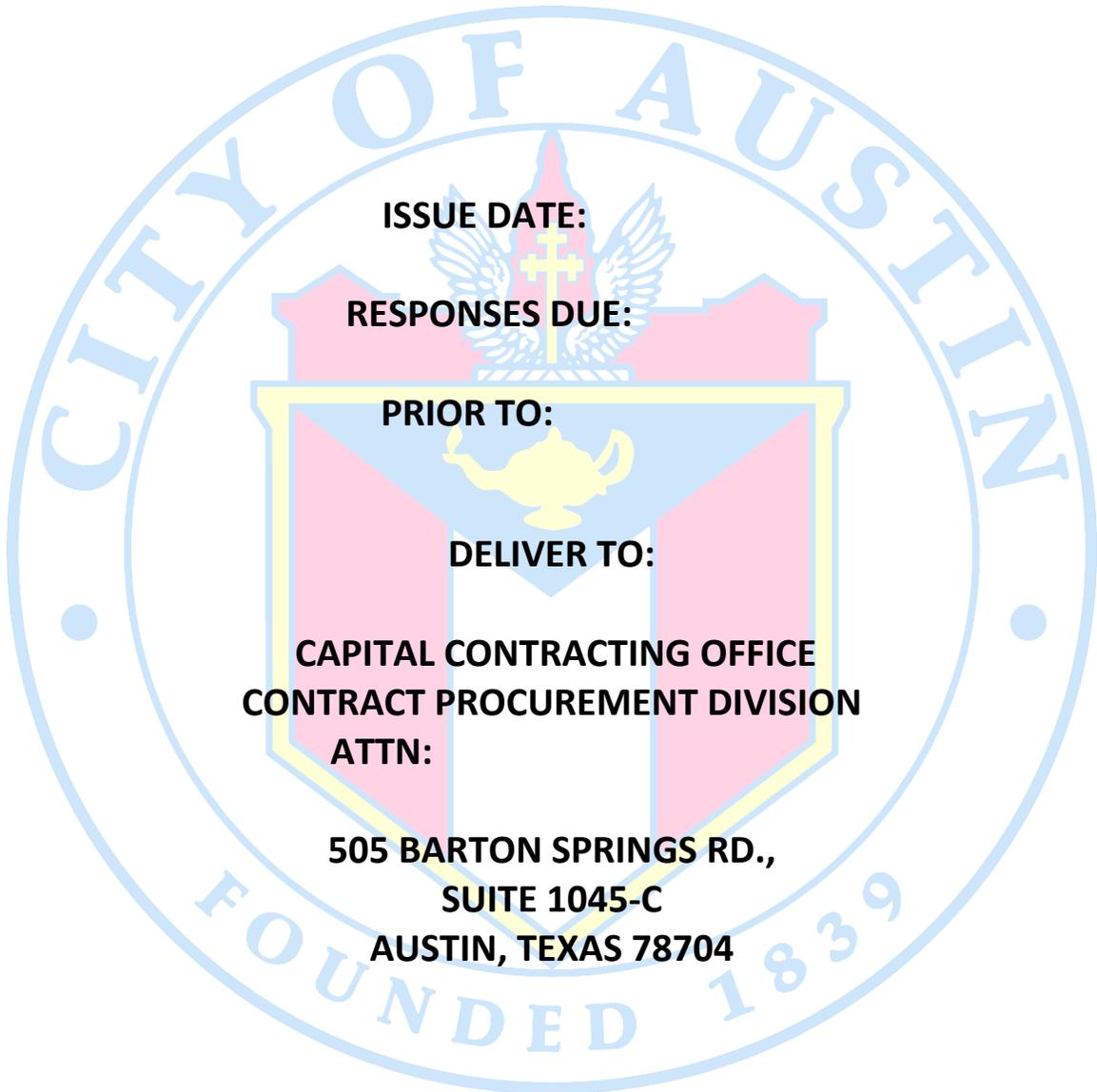


**REQUEST FOR QUALIFICATIONS**

**FOR**



**ISSUE DATE:**

**RESPONSES DUE:**

**PRIOR TO:**

**DELIVER TO:**

**CAPITAL CONTRACTING OFFICE  
CONTRACT PROCUREMENT DIVISION**

**ATTN:**

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



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# City of Austin

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

March 7, 2016

Re: Announcement  
Request for Statements of Qualifications (RFQ) for Providing Professional Engineering Services: City of Austin Street Impact Fee  
Solicitation Number: CLMP195

The City of Austin, through the Transportation Department and its Capital Contracting Office, is requesting statements of qualifications for the selection of a professional engineering firm for the above-noted project. Statement of qualifications will be due **PRIOR to 3:00 p.m., Monday, April 4, 2016** at 505 Barton Springs Road, 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](http://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 9:30 a.m. on Wednesday, March 23, 2016** in the City Hall Council Chambers located at 301 West 2nd Street, Austin. The purpose of the meeting will be to respond to consultants' questions about the project and the procurement process. Attendance at the meeting is not a requirement for selection; however, meeting minutes will not be issued.

**All prime firms and subconsultants must be registered to do business with the City of Austin prior to the contract award.** Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the City of Austin's online Vendor Registration system. Log on to [www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://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 the City's Vendor Connection at [www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm). The complete RFQ packet is located as an attachment under the solicitation CLMP195. The authorized contact persons for this solicitation are Louis Lindsey, Project Manager, at [louis.lindsey@austintexas.gov](mailto:louis.lindsey@austintexas.gov) or 512-974-7099, or Sofie Johnson, Buyer, at [sofie.johnson@austintexas.gov](mailto:sofie.johnson@austintexas.gov) or 512-974-9143. Please contact Louis Lindsey for all project related questions and me for any RFQ procurement process questions.

Sincerely,

Sofie Johnson, Buyer  
Contract Procurement Division  
Capital Contracting Office

cc: Louis Lindsey, Public Works Department



## REQUEST FOR QUALIFICATIONS

Solicitation Number: CLMP195

Project Name: Engineering Services for City of Austin Street Impact Fee

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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 professional 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: MONDAY, APRIL 4, 2016 PRIOR TO 3:00 PM  
ATTENTION: SOFIE JOHNSON**

**ALL SUBMITTALS NOT RECEIVED PRIOR TO THE DATE AND TIME SET FORTH ABOVE WILL NOT BE ACCEPTED FOR CONSIDERATION.** The time stamp clock in the **Suite 1045-C** Reception Area is the time of record and is verified with [www.time.gov](http://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 2016. Contract execution is anticipated for September 2016.

All prime firms and subconsultants must be registered to do business with the Owner prior to the contract award. Prime firms are responsible for ensuring that their subconsultants are registered as vendors with the City of Austin. You may register through the Owner's on-line Vendor Registration system. Log on to the following link and follow the directions:  
[https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).

All City procurements are subject to the City's Minority-Owned and Women-Owned Business Enterprise Procurement Program (Chapter 2-9-B of the MBE/WBE Ordinance, revised June 15, 2006). The program provides Minority-Owned and Women-Owned Business Enterprises (MBEs/WBEs) opportunity to participate in all City contracts. Information on achieving the MBE/WBE participation goals or documenting good faith efforts to achieve the goals is contained in the MBE/WBE Procurement Program Package included in this RFQ packet. Entities submitting statements of qualifications are required to complete and return the MBE/WBE Compliance Plan with their response.

The selected consultant will be required to execute a standard City of Austin professional services agreement. A copy of this document is included in this RFQ packet. Prior to contract execution, the selected firm must submit either their existing or an updated personnel policy (on letterhead) documenting conformity with City Code, 5-4, § 5-4-2. If the Consultant does not submit a copy of their personnel policy incorporating the non-discrimination policy, the

company will not be in compliance and the City will exercise its option to cease contract negotiations.

The selected consultant shall carry insurance in the following types and amounts for the duration of the Agreement, and furnish certificates of insurance along with copies of policy declaration pages and policy endorsements as evidence thereof:

- Workers' Compensation and Employers' Liability Insurance with coverage consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401). The minimum policy limits for Employers' Liability Insurance are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The firm's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, form WC 420304.
  - (b) 30 day Notice of Cancellation, form WC 420601.
- Commercial General Liability Insurance with a minimum combined bodily injury and property damage per occurrence limit of \$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 \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident. The policy shall contain the following endorsements in favor of the City of Austin:
  - (a) Waiver of Subrogation, endorsement CA 0444.
  - (b) 30 day Notice of Cancellation, endorsement CA 0244.
  - (c) Additional Insured, endorsement CA 2048.
- Professional Liability Insurance with a minimum limit of \$ 1,000,000,000 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 Wednesday, March 23, 2016 at 9:30 am in the City Hall Council Chambers located at 301 West 2nd Street, Austin, Texas.** Attendance at the meeting is not required; however, meeting minutes will not be issued.

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

**AUTHORIZED CONTACT PERSONS**

**PROJECT MANAGER:** Louis Lindsey  
**TELEPHONE:** (512) 974-7099  
**EMAIL:** [louis.lindsey@austintexas.gov](mailto:louis.lindsey@austintexas.gov)

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

**MBE/WBE PROGRAM:** Mariza Aldrete  
**TELEPHONE:** (512) 974-7053  
**EMAIL:** [mariza.aldrete@austintexas.gov](mailto:mariza.aldrete@austintexas.gov)

**END**



## INSTRUCTIONS TO CONSULTANTS

Solicitation Number: CLMP195

Project Name: Engineering Services for City of Austin Street Impact Fee

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### 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 Consultant who is awarded the contract is 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](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 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

PHONE: (512) 974-7181

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

**END**



## SCOPE OF SERVICES

Solicitation Number: CLMP195

Project Name: City of Austin Street Impact Fee

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### **PROJECT FOR:**

CITY OF AUSTIN, AUSTIN TRANSPORTATION DEPARTMENT, THROUGH ITS CAPITAL CONTRACTING OFFICE

### **PROJECT TITLE:**

Engineering Services for City Of Austin Street Impact Fee

### **OBJECTIVES OF THE PROJECT:**

The City of Austin (City) seeks a qualified professional services firm (Consultant) to develop and implement a Street Impact Fee policy for the City. The goal of this project is to create a methodology to calculate impacts to the transportation network based on the type and size of development and the process and ordinance and rule changes needed to implement the methodology.

### **BACKGROUND:**

The City has had a Water and Wastewater Impact Fee since 1991, which has been updated seven times, the last update effective January 2014. The City is proposing to develop and implement a Street Impact Fee to provide a funding source for capital improvements required to serve new developments. Impacts would be quantified as fees used to improve the transportation network – offsite to development projects – for the benefit of all users.

The 2005 Legislature enacted HB 1835, amending Chapter 212 of the Local Government Code, and mandating cities that require developers to dedicate land, pay fees, or pay construction costs as a condition of development approval, to certify that such contributions are a roughly proportionate share of the impacts of the proposed development. With the implementation of the City's methodology to calculate the roughly proportional impact to the transportation network (<http://austintexas.gov/RoughProportionality>), it was identified that the current Land Development Code policies and procedures do not provide for the opportunity to mitigate the full impact of development on the transportation network. As a result, the City is pursuing a Street Impact Fee program in accordance with Local Government Code 395, subject to the rough proportionality requirement specified in Chapter 212.

CodeNext is the update of the City's Land Development Code. As part of the work on CodeNEXT, a draft framework for a new Street Network Table is currently being developed. The Street Network Table defines right of way needs and is inclusive of the needs of all transportation modes (pedestrian, transit, bicycle, automobile). The Street Network Table will

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be used as a resource to create the Capital Improvements Plan required to implement Street Impact Fees.

The Street Network Table will be completed as part of the scope of services for the Austin Strategic Mobility Plan (ASMP). The ASMP is being initiated this year to replace the City's current transportation plan, the Austin Metropolitan Area Transportation Plan (AMATP). The AMATP was adopted by ordinance in 1995 and needs to be updated to reflect the vision identified in the *Imagine Austin Comprehensive Plan*, adopted in 2012. The final ASMP will include both proposed policy and the completed Street Network Table, and an updated street classification table with associated existing.

Due to the linked nature of Street Impact Fee and ASMP projects, the work outlined in this scope of services will require coordination with the ASMP consultant team, see Attachment 1-Integration Diagram.

### **ANTICIPATED SERVICES:**

The Scope of Services includes the following primary tasks:

- Task 1 – Project Initiation
- Task 2 – Land Use Assumptions
- Task 3 – Street Network Capital Improvements Plan
- Task 4 – Street Impact Fee Analysis
- Task 5 – Financial Analyses
- Task 6 – Development of Street Impact Fee Policy, Code Language, and Administrative Guidelines
- Task 7 – Public Hearings, Approval Process, and Final Report

**Task 1 – Project Initiation:** The purpose of this task is to educate and engage City staff and stakeholders and to establish draft street service areas within the City of Austin. Under Chapter 395 of the Local Government Code (Chapter 395), two major components must be developed in order to assess a Street Impact Fee, for each service area, defined as no greater than six (6) miles in diameter within which impact fees must be collected and spent. These two components are a Land Use Assumptions and a Capital Improvements Plan.

The City will provide the consultant the most current ArcGIS shapefiles and layer for the following datasets:

- Jurisdictional limits for full and extraterritorial jurisdictions
- Draft Street Network Table Framework
- Water and Wastewater Impact Fee Land Use Assumptions
- Other ArcGIS files as needed to develop the Land Use Assumptions (Task 2)

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Consultants are expected to have reviewed, at a minimum, the *Imagine Austin Comprehensive Plan* ([www.imagineaustin.net](http://www.imagineaustin.net)). Other documents, listed below, will provide additional familiarity with the important planning and land use-related regulatory issues facing Austin. The consultant team shall be required to access and review the below documents:

1. **Currently adopted Land Use Assumptions for Water and Wastewater Impact Fee**
2. **Currently adopted Water and Wastewater Impact Fee Reports**
3. **Other documents as needed to adapt the Land Use Assumptions (Task 2)**

**Task 1.1 – Project Schedule:**

- The consultant shall prepare and provide to the City a schedule showing the critical path for completing the project. This schedule shall show all project tasks and related activities and shall be presented in Gantt chart form.

**Task 1.2 – Conduct Policy Development Workshops:**

- The consultant shall prepare for and conduct a project kick-off workshop for City staff to present transportation impact fee fundamentals. The consultant shall facilitate Street Impact Fee policy discussions and guidelines applicable to the Street Impact Fee and current City development guidelines.
- The consultant shall prepare for and conduct an introductory workshop with stakeholders (land development community, neighborhood and community groups including non-profit organizations) to discuss the implementation of a Street Impact Fee within the City.

**Task 1.3 – Establish Draft Street Service Areas:**

- The consultant, in coordination with the City, shall develop the draft Street Service Areas consistent with the six mile diameter limit required by state law. The City anticipates 15-30 service areas will be necessary to cover the entire city limits. Final Street Service Areas will be determined following development of the Street Impact Fee Capital Improvements Plan.

**Task 1.4 – Communication and Stakeholder Engagement Plan:**

- The consultant, in coordination with the City, shall develop and submit to the City a communication and public engagement plan for the project that identifies outreach strategies and key milestones for public input in accordance with Chapter 395 requirements.

**Deliverables:**

- The consultant shall develop an ArcGIS shapefile and map that identifies draft Street Service Areas for which a maximum assessable Street Impact Fee will be calculated.
- The consultant shall prepare and provide to the City a project schedule (in MS Project and PDF form). The schedule shall be updated and provided to the City on a monthly basis.
- The consultant shall provide to the City an electronic version of the Communication and Stakeholder Engagement Plan.

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**Task 2 – Land Use Assumptions:** The consultant shall conduct the land use assumption tasks listed below in conformance with Chapter 395 for each of the draft Street Service Areas identified for analysis in Task 1.3. The consultant shall start with and adapt, as appropriate and based on best practices, the current Land Use Assumptions developed for the City’s Water and Wastewater Impact Fee to the Street Service Areas geographies identified in Task 1.3. It is assumed that the Street Impact Fee will use the same ten year planning horizon, as the City’s Water and Wastewater Impact Fee.

**Task 2.1 – Adaptation of Current Land Use Assumptions:**

- The consultant shall explore best practices for land-use assumptions and adapt, as appropriate, the Water and Wastewater Impact Fee current and future (i.e. demographic projections) land use information to the Street Service Areas identified in Task 1.3.

**Task 2.2 – Land Use Assumptions Reporting:**

- The consultant shall prepare and submit a draft Land Use Assumptions report section that documents the methodology and results of the analysis. The report will include the following information:
  - Methodology;
  - Street Service Areas;
  - Existing population and employment data by service area;
  - Build-Out population and employment data by service area;
  - Ten-Year population and employment data by service area; and
  - Summary Exhibits.

**Deliverables:**

- The consultant shall provide the City an electronic draft Land Use Assumptions report section, per Task 2.2, for eventual incorporation into a comprehensive Street Impact Fee Report.

**Task 3 – Street Network Capital Improvements Plan:** The consultant shall develop a Street Network Capital Improvements Plan from the City’s Street Network Table, which will be provided by the City. The Street Network Capital Improvements Plan will estimate the total cost to build out the Street Network Table, including planned street widenings, new facilities, gap completions, and intersection improvements.

**Task 3.1 – Data Collection:**

- The City will provide the consultant with the draft Street Network Table for development of a Street Network Capital Improvements Plan and subsequent Street Impact Fee Capital Improvements Plan (Task 4). The Street Network Table will be completed as part of the Austin Strategic Mobility Plan. For this reason, the consultant shall need to coordinate work with the ASMP consultant team.

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- The City will provide the consultant with actual City cost information for previously completed street projects, including those with excess capacity, and cost contribution information for Developer, County, or State projects.

**Task 3.2 – Street Network Capital Improvements Plan:**

- The consultant, in coordination with the City, shall develop a comprehensive Street Network Capital Improvements Plan, which will include phasing and planning-level project cost projections for full build-out of the City’s Street Network Table. The Street Network Capital Improvements Plan shall include a general description of each project and a project cost projection. Planning-level cost projections for future projects shall be prepared based on previous experience with street construction costs, capital improvement planning, and input from City staff. Cost projections of the Street Network Capital Improvements Plan shall account for construction costs current to the development being assessed. It is anticipated these project costs will be reviewed by City staff and verified as reasonable costs for City capital projects.

**Task 3.3 – Street Network Capital Improvements Plan Reporting:**

- The consultant shall prepare and submit to the City a draft and final Street Network Capital Improvements Plan report section that documents the methodology and results of the analysis. The report will include the following information:
  - Methodology;
  - Street Network Capital Improvements Plan; and
  - Summary Exhibits and Appendices.

***Deliverables:***

- The consultant shall provide the City an electronic version of the Street Network Capital Improvements Plan Report.

**Task 4 – Street Impact Fee Analysis:** The consultant shall prepare the Street Impact Fee Analysis tasks listed below in conformance with Chapter 395e for each of the draft Street Service Areas identified in Task 1.3 for which a maximum assessable Street Impact Fee will be calculated. The consultant shall use the Street Network Capital Improvements Plan to develop a Street Impact Fee Capital Improvements Plan from which to define the total of new capacity improvements necessary to accommodate future growth. It is assumed that the Street Impact Fee Capital Improvements Plan will use the same ten year planning horizon as the City’s Water and Wastewater Impact Fee. During this task, the draft Street Service Areas will be finalized.

**Task 4.1 – Data Collection:**

- The City will provide the consultant with available recent traffic count data for existing street facilities located within the draft service areas identified for analysis. Up to sixty (60) additional traffic counts within the City required for use in Task 4.2 may be collected by the consultant. Traffic count data may also be supplemented by other sources, such as TxDOT saturation counts, with approval from the City.

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**Task 4.2 – Growth Projections and Capacity Analysis:**

- The consultant shall perform an analysis of existing conditions within each service area. This will include a determination of street capacities, volumes, vehicle-miles of supply and demand, existing excess capacity, and existing deficiencies.
- Using the Ten Year Land Use Assumptions identified in Task 2, the consultant shall project traffic conditions for the ten-year planning period, the target year for the impact fee growth projections. This will include growth in service units and new demand by service area. The consultant shall determine the capacity available for new growth within each service area.
- In consultation with the City, the consultant shall determine land use categories to be included in the land use vehicle-mile equivalency table.
- The consultant shall identify the service units for new development and the average trip length. Using the current edition of the Institute of Transportation Engineer's (ITE) Trip Generation Manual and other available resources acceptable by the City, the consultant shall develop trip generation and pass-by trip rates.

**Task 4.3 – Street Impact Fee Capital Improvements Plan:**

- The consultant, in coordination with the City, shall develop a Street Impact Fee Capital Improvements Plan for the same service areas and planning horizon as the Land Use Assumptions used in Task 2. The Street Impact Fee Capital Improvements Plan will be a subset of the Street Network Capital Improvements Plan (Task 3). The Street Impact Fee Capital Improvements Plan will include existing facilities with excess capacity and planned facilities designed to serve future development within each Street Service Area.
- The Street Impact Fee Capital Improvements Plan shall include a general description of each project and a project cost projection. Planning-level cost projections for future projects will be prepared based on previous experience with street construction costs, capital improvement planning, and input from City staff. Cost projections of the Street Impact Fee Capital Improvements Plan shall account for construction costs current to the development being assessed. It is anticipated these project costs will be reviewed by City staff and verified as reasonable costs for City capital projects.

**Task 4.4 – Maximum Assessable Street Impact Fee Calculation:**

- Using the newly developed 10-year growth projections, Street Impact Fee Capital Improvements Plan, and capacity available for new growth, the consultant shall determine the cost of street improvements by service area, the maximum costs per service unit, and the resulting maximum assessable street impact fees by service area. The consultant shall incorporate the financial analyses performed in Task 5 to determine the maximum assessable impact fee per service unit.

**Task 4.5 – Street Impact Fee Collection Rate Determination:**

- While Task 4.4 will produce a maximum assessable fee per service unit for each service area, the City anticipates facilitation of a policy-level discussion with City Council to determine the actual collection rate per service unit for each service area, which may be less than the maximum assessable.

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- The consultant, in consultation with the City, shall provide analysis and recommendations based upon their expertise and judgment and informed by the Task 5 Financial Analyses.

**Task 4.6 – Street Impact Fee Reporting:**

- The consultant shall prepare and submit a draft Street Impact Fee Analysis report section that documents the methodology and results of the analysis. The report will include the following information:
  - Methodology;
  - Street Service Areas;
  - Street Impact Fee Capital Improvements Plan;
  - Street Impact Fee Calculations; and
  - Summary Exhibits and Appendices.

**Deliverables:**

- The consultant shall provide an electronic version of the Street Impact Fee Analysis report section for eventual incorporation into a comprehensive Street Impact Fee Report, which will also include the Land Use Assumptions (Task 2) and some of the Financial Analyses from Task 5.

**Task 5 – Financial Analyses:** The consultant shall prepare studies related to the implementation of a Street Impact Fee, including a forecast of cash flow, a review of development costs for peer cities, an analysis of the City’s recent (3-5 years) development history and an assessment of the effects a Street Impact Fee would have had during that time period. The consultant shall also develop a Municipal Return on Investment (MROI) tool that quantifies and allocates the geographic distribution of all City revenues and expenses.

**Task 5.1 – Street Impact Fee Revenue Forecast:**

- The consultant shall prepare five and ten year estimates of Street Impact Fee revenues for up to six scenarios of maximum assessable fees and projected growth scenarios.

**Task 5.2 – Street Network Capital Improvements Plan (CIP) Funding Analysis:**

- The consultant shall prepare and submit a forecast of unfunded Street Network CIP projects and identify strategies to address gaps. The consultant shall use as a baseline one preferred Street Impact Fee revenue forecast scenario from Task 5.1.
- The consultant shall consider other potential revenue alternatives to close the funding gap for Street Network CIP projects. Sources may include taxes, franchise fees, and fund transfers, etc.
- The consultant shall provide a qualitative assessment of the impact of potential revenue alternatives on citizens, businesses and developers.
- The consultant shall recommend three feasible Street Network CIP funding and financing alternatives to minimize the unfunded share of planned Street Network CIP costs.

- The consultant shall assist the City in developing a project priorities action plan to use available revenues as efficiently as possible. This work will be coordinated with and reflected in the capital project recommendations of the Austin Strategic Mobility Plan.

**Task 5.3 – Development Cost Survey of Peer Cities:**

- The consultant shall prepare and submit a comparison of the full development costs for a small sample of representative projects/prototypes across several peer cities, including Austin. In consultation with the City, the consultant shall determine the projects/prototypes and peer cities for analysis. Representative projects/prototypes may likely include single family, multifamily, retail, office, and mixed use.
- The consultant shall use “cost burden,” the total development cost as a percent of market value, as the basic metric for comparison. Costs may include the following:
  - Water and Wastewater impact fees and in-lieu fees;
  - Project conditions/development agreement funding provisions;
  - Financing district special taxes and assessments; and
  - Processing costs for planning, engineering, and building inspection.
- The consultant shall evaluate the total development costs from project inception to final sale. This includes current cost estimates for land acquisition and construction, approvals and permits, and project financing and marketing. The consultant shall estimate final sale values based on current market data.

**Task 5.4 – Development Return on Cost Analysis for Austin:**

- The consultant shall prepare and submit a comparison of the “return on cost,” the ratio of net revenue (profit) to full development costs, for actual recent projects consistent with the representative projects/prototypes identified in Task 5.3. The analysis will compare return on cost with and without implementation of a Street Impact Fee. Costs may include the following:
  - Water and Wastewater impact fees and in-lieu fees;
  - Project conditions/development agreement funding provisions;
  - Financing district special taxes and assessments; and
  - Processing costs for planning, engineering, and building inspection.
- The consultant shall evaluate the total development costs from project inception to final sale; including current cost estimates for land acquisition and construction, approvals and permits, and project financing and marketing. The consultant shall estimate final sale values based on current market data.
- The consultant shall research threshold levels for return on cost metric by project type based on web research and interviews with local real estate developers, brokers, and investment advisors.

**Task 5.5 – Municipal Return on Investment (MROI) Tool:**

- The consultant shall develop an analytic framework and interactive dashboard tool for the geographic assessment of municipal return on investment (MROI), which compares the City’s tax revenues to the City’s cost to build, operate and maintain infrastructure, and to provide services on a per acre or other geographical unit basis. This task will utilize prior revenue work for the Downtown Austin Alliance on the June 2014 study,

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“The Economic Value of Downtown Austin” (EVDA). The MROI Tool is expected to have broad benefits to the City beyond the scope of the Street Impact Fee.

- The consultant shall analyze existing datasets and build econometric models and visualizations for the following:
  - Property Tax;
  - Sales Tax;
  - Streets;
  - Utilities;
  - Water, Wastewater;
  - Stormwater; and
  - Other services as agreed upon in consultation with the City.
- The consultant shall ensure that the MROI tool can be easily updated by City staff.
- The consultant shall update the EVDA study with current revenue data and expand the geographic extents of the data, framework, and visualizations, etc. from Travis County’s limits to those of the City’s full purpose jurisdiction.
- The consultant, in coordination with the City, shall conduct extensive data gathering for costs relating to infrastructure and services.
- The consultant, in consultation with the City, shall develop a methodology to geographically assign costs associated with the provision of basic City services.
- The consultant shall present the results of the tool development and MROI analysis at the various council, commissions, and public meetings requested by the City.
- The consultant shall train City staff to use, maintain, and update the MROI Tool. This skills transfer will enable City staff to continue development and refinement of the MROI Tool.
- The consultant shall prepare and submit a basic report that documents the methodology and results of the MROI analysis. The report will include the following information:
  - Methodology;
  - Data Collection;
  - Use of MROI Tool/Dashboard; and
  - Summary Exhibits and Appendices.

***Deliverables:***

- The consultant shall prepare and submit a series of Street Impact Fee Financial Analyses memorandums for the following:
  - Street Impact Fee Revenue Forecast;
  - Street Network CIP Funding Analysis;
  - Development Cost Survey of Peer Cities; and
  - Development Return on Cost Analysis for Austin.
- The consultant shall prepare and submit a Municipal Return on Investment report documenting the data collection, MROI Tool use and development, and MROI analysis.

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**Task 6 – Development of Street Impact Fee Policy, Code Language, and Administrative Guidelines:** The City already has impact fee regulations for water and wastewater facilities and Land Development Code language governing development exactions for street improvements. The adoption of a Street Impact Fee program requires an ordinance to amend the Land Development Code, particularly regarding the City's obligation under Chapter 395 to meet its offset and credit requirements. (The statute expressly requires that cities credit contributions of land, fees or improvements for off-site roads against roadway impact fees otherwise due.) Because of the complexity of calculating such credits compared to credits for water and wastewater facilities, the City also may wish to prepare administrative guidelines addressing such matters.

**Task 6.1 – Development of Administrative Guidelines for Street Impact Fees**

- The consultant shall assist the City in developing administrative guidelines for implementation of the Street Impact Fee program, addressing computation of credits and offsets for pre-existing and future facilities' costs required as a condition of development approval and methods for applying and tracking such credits and offsets for plats.

**Task 6.2 – Development of Code Language/Amendments for Street Impact Fees**

- The consultant shall assist the City in drafting Code language and needed amendments for implementation of the Street Impact Fee program.

**Task 6.3 –Synchronization of Rough Proportionality Policy and Procedures with Street Impact Fee Model**

- The consultant shall review the City's current rough proportionality policy and procedures for alignment with the Street Impact Fee model and suggest any required changes.

***Deliverables:***

- The consultant shall prepare and submit to the City electronic versions of the proposed administrative guidelines and Code language/amendments for implementation of the Street Impact Fee program.
- The consultant shall prepare and submit to the City electronic documentation of the review of the City's rough proportionality policies and procedures and any proposed amendments.

**Task 7 – Public Hearings, Approval Process, and Final Report:** The consultant shall work with the City to provide public information and prepare for and attend public meetings as required by Chapter 395 to implement a Street Impact Fee. In addition to participating in the approval process for the Street Impact Fee policy, the consultant shall provide a final report compiling the work on this project.

**Task 7.1 – Develop Public Information Program**

The consultant shall work in conjunction with the City to develop a public information program to communicate the proposed impact fee structure to both the general public and the

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development community. It is anticipated this program will consist of the development of public information materials for use by the City during and after various public meetings and for use in City publications. It is anticipated that the consultant shall coordinate with the City to develop the public information program as required by Chapter 395 and include any additional outreach and education that may be required as the community provides feedback.

### **Task 7.2— Approval Process**

It is anticipated that the Public Hearing and Approval Process will consist of a number of meetings as required by Chapter 395, along with additional meetings as required involving the City and interested stakeholders. This task provides for the consultant and financial subconsultant to prepare for and attend meetings including, but not limited to the following:

- Prepare for and attend meetings with the Impact Fee Advisory Committee and/or interested stakeholders to discuss the implementation of the Street Impact Fee.
- Prepare for and attend City Council Mobility Committee meetings as needed to discuss the implementation of the Street Impact Fee.
- The consultant shall provide assistance to the City in developing the Street Impact Fee ordinance.
- Prepare for and attend City Council public hearing(s) to present the Land Use Assumptions and the Street Impact Fee Report, including the Street Impact Fee CIP and Maximum Assessable Impact Fees.
- Attend a City Council meeting where it approves the Land Use Assumptions and Street Impact Fee CIP.
- Prepare for and attend in-person City Council public hearing(s) for discussion on the imposition of a Street Impact Fee.
- Attend a City Council meeting where it establishes the actual Street Impact Fees Ordinance and adopts Street Impact Fee regulations, administrative guidelines and associated development regulations.

### **Task 7.3 – Street Impact Fee Report:**

- The consultant shall prepare and submit a final Street Impact Fee Report that compiles the methodology and results of the analysis. The report will include the following information:
  - Street Service Areas;
  - Land Use Assumptions;
  - Street Impact Fee Analysis; and
  - Summary Exhibits and Appendices, including the four Street Impact Financial Analyses memorandums per Task 5.

### ***Deliverables:***

- The consultant shall provide an electronic version of a comprehensive Street Impact Fee Report.
- Upon final approval of the Street Impact Fee Ordinance by the City Council, the consultant shall provide one (1) electronic (.pdf) copy and twenty (20) bound copies of the final Street Impact Fee Report.

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**ANTICIPATED DELIVERABLES:**

The consultant shall provide the City with the technical analysis required by Chapter 395 of the Texas Local Government Code to determine the maximum Street Impact Fee that may be assessed, along with supporting financial analyses. The consultant shall provide assistance to City staff at various presentations and meetings required during the adoption process and to complete the above Task 1 – Task 7.

**The following is a comprehensive list of expected deliverables identified for Task 1 – Task 7. Additional deliverables may be added as deemed necessary:**

1. The consultant shall develop an ArcGIS shapefile and map that identifies draft Street Service Areas for which a maximum assessable Street Impact Fee will be calculated.
2. The consultant shall prepare and provide to the City a project schedule (in MS Project and PDF form). The schedule shall be updated and provided to the City on a monthly basis.
3. The consultant shall provide to the City an electronic version of the Communication and Stakeholder Engagement Plan.
4. The consultant shall provide the City an electronic draft Land Use Assumptions report section, per Task 2.2, for eventual incorporation into a comprehensive Street Impact Fee Report.
5. The consultant shall provide the City an electronic version of the Street Network Capital Improvements Plan Report.
6. The consultant shall provide an electronic version of the Street Impact Fee Analysis report section for eventual incorporation into a comprehensive Street Impact Fee Report, which will also include the Land Use Assumptions (Task 2) some of the Financial Analyses (Task 5).
7. The consultant shall prepare and submit a series of Street Impact Fee Financial Analyses memorandums for the following:
  - Street Impact Fee Revenue Forecast;
  - Street Network CIP Funding Analysis;
  - Development Cost Survey of Peer Cities; and
  - Development Return on Cost Analysis for Austin.
8. The consultant shall prepare and submit a Municipal Return on Investment report documenting the data collection, MROI Tool use and development, and MROI analysis.
9. The consultant shall prepare and submit to the City electronic versions of the proposed administrative guidelines and Code language/amendments for implementation of the Street Impact Fee program.
10. The consultant shall prepare and submit to the City electronic documentation of the review of the City's rough proportionality policies and procedures and any proposed amendments.
11. The consultant shall provide an electronic version of a comprehensive Street Impact Fee Report.
12. Upon final approval of the Street Impact Fee Ordinance by the City Council, the consultant shall provide one (1) electronic (.pdf) copy and twenty (20) bound copies of the final Street Impact Fee Report.

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**PROPOSED PROJECT SCHEDULE:**

The consultant will be engaged for approximately 1-2 years.

**PROPOSED PROCUREMENT SCHEDULE:**

The following is the anticipated schedule for procurement. Please note that the schedule is subject to change.

- If applicable, Interview week of May 23, 2016
- Urban Transportation Commission, June 2016
- Council Mobility Committee, June 2016
- Zoning and Platting Commission June 2016
- Recommendation for Council action June 23, 2016
- **Contract Execution, September 2016**

**COST ESTIMATE:**

The City estimates the total cost of the consultant team services for the entire project shall not exceed \$1,175,000.

**MAJOR AND OTHER SCOPES OF WORK:**

Below is a list of the major scopes of work that the City has identified for this project. ***\*There must be representation for all major scopes of work listed in the prime's statement of qualifications. The experience of the firms listed to perform the Major Scopes of Work, whether a subconsultant or prime firm, will be evaluated under Consideration Item 6 – Major Scopes of Work – Comparable Project Experience.***

In addition, the City has identified Other Scopes of work that MAY materialize during the course of the project. The City does not guarantee that the scopes listed under Other Scopes of work will materialize on this contract. If the prime consultant intends to enter into a subconsulting agreement on a scope of work not listed below, the prime consultant is required to contact SMBR and request an updated availability list of certified firms in each of the scopes of work for which the prime consultant intends to utilize a subconsultant.

**\* Major Scopes of Work**

- Traffic Engineering and Transportation Planning
- Land Development and Planning
- Urban Planning
- Public Information Services and Community Engagement
- Financial and Economic Analysis
- Civil Engineering

**Other Scopes of Work**

Not applicable

**Notes:**

- Participation at the prime or subconsultant level may create a conflict of interest and thus necessitate exclusion from any contracts resulting from the work performed in the design phase.
- If the City determines that a conflict of interest exists at the prime or subconsultant level, the City reserves the right to replace/remove the prime or instruct the prime consultant to remove the subconsultant with the conflict of interest and to instruct the prime consultant to seek a post-award change to the prime consultant's compliance plan as described in City Code § 2-9B-23. Such substitutions will be dealt with on a case-by-case basis and will be considered for approval by Small and Minority Business Resources (SMBR) in the usual course of business. The City's decision to remove a prime or subconsultant because of a conflict of interest shall be final. A consultant performance evaluation will be performed on all professional services contracts. This evaluation will be conducted at the end of each Preliminary, Design and Construction phase, or at assignment completion for those projects with no distinct phases (i.e., surveying, SUE services, etc.).
- Please review the City's Public Participation Principles:

(<http://austintexas.gov/page/public-participation-principles>)

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

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

**Fairness & Respect**

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

**Accessibility**

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

**Predictability & Consistency**

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

**Creativity & Community Collaboration**

(Inclusivity and Diversity)

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

**Stewards of Resources**

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

**OTHER RESOURCES:**

- **Local Government Code, Chapter 395**  
<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.395.htm>
- **Land Development Code**  
[http://www.amlegal.com/nxt/gateway.dll/Texas/austin/title25landdevelopment?f=templates\\$fn=default.htm\\$3.0\\$vid=amlegal:austin\\_tx](http://www.amlegal.com/nxt/gateway.dll/Texas/austin/title25landdevelopment?f=templates$fn=default.htm$3.0$vid=amlegal:austin_tx)
- **Technical Criteria Manuals**  
<http://www.amlegal.com/library/tx/austintech.shtml>
- **Water and Wastewater Impact Fee**  
<https://www.austintexas.gov/department/water-and-wastewater-impact-fee-update-documents>



## EVALUATION CRITERIA STAND ALONE SOLICITATIONS

Solicitation Number: CLMP195

Project Name: Engineering Services for City of Austin Street Impact Fee

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

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

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

[https://www.ci.austin.tx.us/financeonline/vendor\\_connection/index.cfm](https://www.ci.austin.tx.us/financeonline/vendor_connection/index.cfm)

### NOTES:

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

### DEFINITIONS:

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

1. "Completed Project" - The City will consider a project complete when:
  - a) The specified discipline for which you are working has been completed; or,
  - b) All phases or scopes of work have been completed.

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

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

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

- ◆ Has executive oversight of projects.
- ◆ Has the authority to remove the PM and/or Project Professional (PE or PA) assigned to this project.
- ◆ Has the authority to secure additional resources to the project.

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

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

**CONSIDERATION ITEM 1**  
**MBE/WBE PROCUREMENT PROGRAM**

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

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

Attach the following:

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

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**CONSIDERATION ITEM 2**  
**TURNED IN ALL REQUIRED DOCUMENTS**

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

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

Respondent must attach the following to Consideration Item 2:

- **Form 1 – Prime Firm General Information**
- **Form 2 – Affidavit of Authentication**
- **Form 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**

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

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**CONSIDERATION ITEM 3a**  
**TEAM’S STRUCTURE**  
**10 Points Maximum**

City is interested in team's organizational structure. Identify project leadership, reporting responsibilities, how prime firm will interface with City's project manager, and how

subconsultants will work within the team structure. Describe the roles of the key individuals proposed to work on this project.

**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. Organizational chart may be submitted on 11 x 17 paper.**

**Response should align with team's proposed MBE/WBE Compliance Plan provided in Consideration Item 1 above.**

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**CONSIDERATION ITEM 3b**  
**TEAM'S PROJECT APPROACH**  
**20 Points Maximum**

City is interested in team's overall understanding of the project scope and issues. Describe any significant project issues and the team's approach in addressing those issues. Reference issues seen on similar scoped projects, and the overall approach to mitigate those and other issues. Describe your team's methods to successfully complete the work; your team's understanding of the techniques and sequencing required; and how the prime firm will interface with the City's appointed representative. Please describe the major subconsultants' placement in the overall approach to the project.

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

**CONSIDERATION ITEM 4**  
**EXPERIENCE OF PROJECT MANAGER, PROJECT PROFESSIONAL, AND PROJECT PRINCIPAL (past 10 Years)**  
**20 Points Maximum**

***(Project Manager – 10 points; Project Professional – 6 points; Project Principal – 4 points)***

City is interested in the experience of the Project Manager, Project Professional, and Project Principal that demonstrates history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation. Points will be awarded as indicated above. Only one individual per job responsibility should be designated. The prime consultant must employ the Project Manager, Project Professional, and Project Principal. The Project Manager, Project Professional, and Project Principal may be the same individual. The Project Professional must be licensed as a professional engineer in the State of Texas at the time of submittal.

## EVALUATION CRITERIA – STAND ALONE

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

- **Complete Form 7 – Experience of Project Manager. Please provide no more than one (1) page per project.**
  - **Complete Form 8 – Experience of Project Professional. Please provide no more than one (1) page per project.**
  - **Complete Form 9 – Experience of Project Principal. Please provide no more than one (1) page per project.**
  - **Attach a resume of no more than two (2) pages for each individual.**
- 

### **CONSIDERATION ITEM 5**

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

**15 points maximum**

City is interested in the prime firm's history and success with projects of similar programs, budgets, and/or clients as the project described in this solicitation. List three (3) projects meeting these criteria which have been completed in the past ten (10) years. In addition, City may consider history of firm in complying with project programs, schedules, and budgets on previous City projects.

- **Provide a narrative not to exceed 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 10 years)**

**15 points maximum**

The City has identified Major Scopes of Work to be provided for this project, which are included in the Scope of Services. Each scope of work can be accomplished through subcontracting other firms or utilizing the prime firm. The City is interested in the history and success of the firm proposed to perform the scope of work (subconsultant or prime), with projects of similar programs, budgets, and/or clients as the areas identified. List three (3) projects per Major Scope of Work meeting these criteria which have been completed in the past ten 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.

## EVALUATION CRITERIA – STAND ALONE

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- 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 area historical, civic and cultural values.
- ◆ Austin environmental community, conditions and constraints.
- ◆ Public awareness and involvement in project development in the Austin area.
- ◆ Responsiveness due to proximity of projects to local office.

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

### **CONSIDERATION ITEM 8**

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

##### **10 Points Maximum**

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

Specific consideration items by phase may include:

- ◆ Timely completion of projects and timeliness of performance per PSA and authorized amendments.
- ◆ Timely, accurate, and complete payment applications and payments to subconsultants.
- ◆ Deliverables met criteria established in contract / resolution of significant issues in writing.

## EVALUATION CRITERIA – STAND ALONE

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- ◆ Compliance with City ordinances on substitution/addition/deletion of subconsultants.
- ◆ Compliance with Minority and Women-Owned Business Procurement Program.
- ◆ Compliance with City standards, including regulatory compliance and permitting requirements.
- ◆ Conformance to City budget/cost requirements.
  - Preliminary, Design, and Bid/Award - estimates were within Fixed Construction Budget.
  - Construction - dollar value of change orders were  $\leq 5\%$  of construction contract amount.
- ◆ Quality of work performed.

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

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### **CONSIDERATION ITEM 9**

#### **INTERVIEWS (OPTIONAL)**

##### **15 Points Maximum**

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

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

# CITY OF AUSTIN



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



**Project Name:**

**Project/Solicitation Number:**

**Date:**



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**MBE/WBE GOALS**

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

**OVERVIEW**

This document should be read in conjunction with the City of Austin’s Minority-owned and Women-owned Business Enterprise Procurement Program Ordinance for Professional Services (Chapter 2-9B of the Austin City Code) and the Small and Minority Business Resources Department (SMBR) Rules. The definitions contained in Chapter 2-9B apply to this document. The City Code and Rules are amended from time to time and the Proposer is responsible for ensuring they have the most up to date version. The City Code and Rules are incorporated into this document by reference. Copies of Chapter 2-9B and SMBR Rules may be obtained online at <http://www.austintexas.gov/department/small-and-minority-business/about> or from SMBR, 4201 Ed Bluestein, Austin, Texas 78721 (512) 974-7600.

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

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

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

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

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

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

## **COMPLIANCE PLAN INSTRUCTIONS**

**(See Appendix A)**

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

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

### **Section I Project Identification and Goals**

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

### **Section II Proposer Information**

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

### **Section III Compliance Plan Summary**

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

### **Section IV Disclosure of MBE and WBE Participation**

Please list all certified MBE/WBEs subconsultants, using the legal name under which they are registered to do business with the City of Austin, to be used in the performance of this contract. Please list the percentage of the overall contract that corresponds with the value of the work the subconsultants will be performing themselves. Do not include the value of work that the MBE/WBEs subconsultants will be subcontracting to second-level subconsultants.

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

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

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

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

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

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

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

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

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

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

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

## **Section V Disclosure of Non-Certified Subconsultants**

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

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

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

## **Section VI Disclosure of Second-Level Subconsultants**

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

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

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

## **Section VII MBE/WBE *Compliance Plan* Check Sheet**

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

## **GOOD FAITH EFFORTS INSTRUCTIONS**

**(See Appendices B and D)**

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

### **Contacting Potential MBE/WBE Subconsultants**

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

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

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

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

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

The following codes are used on the availability lists:

G	Gender code	LOC	A firm's two-digit location code (e.g., SL or TX)
F	Female	AU	Austin
M	Male	SL	Significant Local Business Presence (SLBP)
		TX	Outside SLBP
MBE	A firm certified as a Minority-owned Business Enterprise	WBE	A firm certified as a Woman-owned Business Enterprise
MWB	A firm certified as both a Minority-owned & Woman-owned Business Enterprise	WMB	A firm certified as both a Woman-owned & Minority-owned Business Enterprise
MWDB	A firm certified as a Minority-owned, Woman-owned, and Disadvantaged Business Enterprise	WMDB	A firm certified as a Woman-owned, Minority-owned, and Disadvantaged Business Enterprise

### Good Faith Efforts Review

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

- (A) Solicit certified MBE/WBE subconsultants with a Significant Local Business Presence (SLBP) and request a response from those interested subconsultants who believe they have the capability to perform the work of the contract through at least two reasonable, available, and verifiable means. The Proposer must solicit this interest more than seven (7) business days prior to submission of the Compliance Plan to allow sufficient time for the MBEs or WBEs to respond. (The date bids/proposals are due to the City should not be included in the seven day solicitation criteria.) The Proposer must state a specific and verifiable reason for not contacting each certified Firm with a significant local business presence.
- (B) Provide interested MBEs/WBEs with adequate information about the plans, specifications, and requirements of the contract, including addenda, in a timely manner, to assist them in responding and submitting a proposal.
- (C) Negotiate in good faith with interested MBEs/WBEs that have submitted bids/proposals to the Proposer. An MBE/WBE that has submitted a bid to a Proposer but has not been contacted within five (5) business days of submission of the bid may contact SMBR to request a meeting with the Proposer. Evidence of good faith negotiation includes the names, addresses, and telephone numbers of MBEs/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subconsulting; and evidence as to why additional agreements could not be reached for MBEs/WBEs to perform the work. Bid shopping is prohibited.
- (D) Select portions of the work to be performed by MBEs/WBEs in order to increase the likelihood that the MBE/WBE goals or subgoals will be met. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MBE/WBE participation, even when the Proposer might otherwise prefer to perform these work items with its own forces.

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

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

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

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

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

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

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

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

**The following additional Good Faith Efforts factors may also be considered**

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

## **POST-AWARD INSTRUCTIONS**

**(See Appendix C)**

### **Confirmation Letters**

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

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

### **Post-Award Monitoring**

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

#### **▪ Payment Verification**

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

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

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

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

#### **▪ Change Order/Contract Amendments**

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

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

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

▪ **Progressive Sanctions**

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

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

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

**MBE/WBE COMPLIANCE PLAN**

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

**Section I — Project Identification and Goals**

<b>Project Name</b>	
<b>Solicitation Number</b>	

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

**Section II — Proposer Company Information**

Name of Company	
Vendor Code	
Address	
City, State Zip	
Phone	
Fax & E-Mail	
Name of Contact Person	
Is your company registered on Vendor Connection?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, provide Vendor ID #: _____</i> If No, please note: All vendors and subconsultants/consultants must register with COA's Vendor Connect prior to award. See Link for registration information at <a href="https://www.ci.austin.tx.us/financeonline/finance/index.cfm">https://www.ci.austin.tx.us/financeonline/finance/index.cfm</a>
Is your company COA M/WBE certified?	Yes <input type="checkbox"/> No <input type="checkbox"/> <i>If yes, please indicate:</i> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>

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

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<b>For SMBR Use Only:</b>	
<i>I have reviewed this compliance plan and found that the Proposer <b>HAS</b> <input type="checkbox"/> or <b>HAS NOT</b> <input type="checkbox"/> complied as per the City Code Chapter 2-9B.</i>	
Reviewing Counselor _____	Date _____
<i>I have reviewed this compliance plan and <b>Concur</b> <input type="checkbox"/> or <b>Do Not Concur</b> <input type="checkbox"/> with recommendation.</i>	
Director/Assistant Director _____	Date _____

**Section III — Compliance Plan Summary**

**Note:**

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

**Total Base Bid (if applicable):** \$ \_\_\_\_\_

<b>Goals: Proposed Participation</b>		
MBE	\$	%
WBE	\$	%
Non-Certified	\$	%

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

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

**Amount:** \$ \_\_\_\_\_      **Percentage:** \_\_\_\_\_%

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

Yes       No

**For SMBR Use Only:**

Verified Goals OR Subgoals:

MBE \_\_\_\_\_%      WBE \_\_\_\_\_%      Prime \_\_\_\_\_%      Non-Certified \_\_\_\_\_%

African-American \_\_\_\_\_%      Hispanic \_\_\_\_\_%      Native/Asian American \_\_\_\_\_%;      WBE \_\_\_\_\_%

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

**Note:**

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

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

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

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

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

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

**Note:**

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

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

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

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

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

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

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

**Note:**

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

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

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

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

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

**Section VII — MBE/WBE Compliance Plan Check List**

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

- 
1. Were written notices sent to all MBE/WBEs from the Significant Local Business Presence (SLBP) availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Yes  No
  2. Were two separate methods used to contact all MBE/WBEs from the SLBP availability list at least seven (7) business days prior to the submission of this *Compliance Plan*? Please list the two methods used to contact MBE/WBEs. (*i.e. fax, email, mail, and/or phone*)  
List Methods: \_\_\_\_\_ Yes  No
  3. Were steps taken to follow up with interested MBE/WBEs? Yes  No
  4. Were advertisements placed with a local publication? (*i.e. newspaper, minority or women organizations, or electronic/social media*)? **If no, please attach.** Yes  No
  5. Were written notices sent to Minority or Women organizations? **If no, please attach.** Yes  No
  6. Were additional elements of work identified to achieve the goals or subgoals?  
If yes, please explain: \_\_\_\_\_ Yes  No
  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 <input type="checkbox"/>	No <input type="checkbox"/>
Two separate methods of notices sent to MBE/WBEs in SLBP area (fax transmittals, emails, and/or phone log).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of advertisements	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Copy of notices sent to Minority and Women organizations	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Documentation that demonstrates efforts made to reach agreements with the MBE/WBEs who responded to Proposer’s written notice? ( <i>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</i> )	Yes <input type="checkbox"/>	No <input type="checkbox"/>



**CONFIRMATION LETTER**

(Printed on Subconsultant Letterhead)

Date

Contact Name  
Business Name  
Street Address  
City, State Zip

Re: Solicitation # \_\_\_\_\_

Dear (Contact Name):

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

We understand that we will be completing \_\_\_% of the work on this project and look forward to working with you and the City of Austin should your team be awarded the project.

Sincerely,

(insert signature)

Contact Name  
Title  
Business Name

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

Solicitation No.: RFQS 6100 CLMP195 City of Austin Street Impact Fee

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
<b>Vendors Within the SLBP Area</b>					
<b>90657 Land Development and Planning - Architectural</b>					
	AKY5262000 A K YOUNG ASSOC Po Box 201265 Austin Tx 78720-1265	512-476-6686 512-478-8009 General-AKYA@att.net	WB	F/Caucasian	AU
	ASA8322718 ASAKURA ROBINSON COMPANY L L C 816 Congress Avenue, Suite 1270 Austin Tx 78701	512-351-9601 832-201-7198 margaret@asakurarobinson.com	MDB	M/Asian	AU
	ARC7068555 AUSTIN ARCHITECTURE PLUS INC 1907 N Lamar Blvd Ste 260 Austin Tx 78705-4900	512-478-0970 512-478-0920 info@austinarchplus.com	WDB	F/Caucasian	AU
	VS0000029061 B+V Design, LLC 208 W. 4th St., 3a Austin Tx 78701	512-293-6290 5124741988 stephi@b-vdesign.com	WB	F/Caucasian	AU
	BAR7168210 BARNES GROMATZKY KOSAREK 1508 W. 5th Street, Suite 200 Austin Tx 78703-5137	512-476-7133 512-478-2624 albin@bgkarchitects.com	MB	M/Hispanic	AU
	V00000929802 Bhavani Singal 5409 Woodrow Ave Apt C Austin Tx 78756	5127109705 vani@workshopno5.com	MWDB	F/Asian	AU
	CAR8304844 CARTER DESIGN ASSOC INC 817 W 11th St Austin Tx 78701-2009	512-476-1812 512-476-1819 CDA@CARTERDESIGN.NET	MWDB	F/African American	AU
	COD8314790 CATHERINE M O'CONNOR 1200 Yaupon Valley Rd Austin Tx 78746-4331	512-423-1298 512-328-5231	WDB	F/Caucasian	AU
	GAR7082030 GARCIA DESIGN INC 11500 Metric Blvd Bldg M-1 Ste 150 Austin Tx 78758	512-892-0353 512-821-2085 RGARCIA@GARCIADESIGNINC.NET	MDB	M/Hispanic	AU
	V00000906830 Gamble Osgood Collaborative, LLC 4015 Avenue D Austin Tx 78751	512-203-6110 sarah.gamble@gocoaustin.com	WB	F/Caucasian	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
CAS7072670 JAIME BEAMAN AIA INC 3821 Juniper Trace, Suite 104 Austin Tx 78738-		512-458-5700 512-458-5755 JBEAMAN@CASABELLA-ARCHITECTS.COM	MDB	M/Hispanic	SL
VS0000011600 Karen A McGraw 4315 Ave C Austin Tx 78751		5124592261 mcgrawka@earthlink.net	WB	F/Caucasian	AU
VIL5001500 NEGRETE & KOLAR ARCHITECTS LLP 11720 North Ih35 Austin Tx 78753		512-474-6526 512-474-6761 dnegrete@nekoarch.com	MDB	M/Hispanic	AU
VS0000036953 OFFICE FOR LOCAL ARCHITECTURE LLC 4105 Ave G Apt B Austin Tx 78751		512-786-1101 contact@ola-austin.com	WB	F/Caucasian	AU
V00000901680 Pharis Design Inc 2525 South Lamar #4 Austin Tx 78704		512-853-9682 moyara@pharisdesign.net	MWDB	F/Hispanic	AU
SIT4249250 SITE SPECIFICS INC 700 N Lamar Blvd Ste 200a Austin Tx 78703-5430		512-472-5252 512-472-2224 specificsites@aol.com	WDB	F/Caucasian	AU
VC0000103455 STUDIO BALCONES LLC 702 San Antonio Street Austin Tx 78701		512-383-8815 jennifer@studiobalcones.com	WB	F/Caucasian	AU
VC0000102925 SUSAN H WELKER 4911 Rollingwood Dr Austin Tx 78746		512-329-5998 512-329-5998 SWELKER@HARRISWELKERARCHITECTS.COM	WDB	F/Caucasian	AU
V00000918095 Spring Architects, Inc. 2003 S. Lamar Blvd. Ste. 9 Austin Tx 78704		512-626-2197 andrea@springarchitects.com	WB	F/Caucasian	AU
VS0000003719 Ten Eyck Landscape Architects, Inc. 1214 West Sixth Street Suite 100 Austin Tx 78703		5128139999 9991 5128139998 teneyck@teneyckla.com	WB	F/Caucasian	AU
VS0000003173 VERDI LAND PLANNING LLC 4413 Nixon Ln. Unit D Austin Tx 78725		512-419-0883 5124190018 info@verdiaustin.com	WDB	F/Caucasian	AU

# City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP195 City of Austin Street Impact Fee

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
<b>90664 Planning, Urban (Community, Regional, Areawide, and State)</b>					
	V00000907236 360 Professional Services, Inc. P.O. Box 3639 Cedar Park Tx 78630	512-354-4682 103  tammy.foster@360psinc.com	WDB	F/Caucasian	SL
	AKY5262000 A K YOUNG ASSOC Po Box 201265 Austin Tx 78720-1265	512-476-6686 512-478-8009 General-AKYA@att.net	WB	F/Caucasian	AU
	EMI7074695 ACME ARCHITECTURE 1001 E 8th St Austin Tx 78702-3249	512-477-1727 512-477-9876 EMILY@CLAYTONLANDLITTLE.COM	WDB	F/Caucasian	AU
	ARC7166725 ARCHILLUME LIGHTING DESIGN INC 3701 Executive Ctr Dr Ste 215 Austin Tx 78731-1651	512-346-1386 512-346-1387 laura@archillum.com	WB	F/Caucasian	AU
	ASA8322718 ASAKURA ROBINSON COMPANY L L C 816 Congress Avenue, Suite 1270 Austin Tx 78701	512-351-9601 832-201-7198 margaret@asakurarobinson.com	MDB	M/Asian	AU
	ASD7048240 ASD CONSULTANTS INC 8120 N Ih 35 Austin Tx 78753	512-836-3329 512-836-3802 curtis2aia@aol.com	MDB	M/African American	AU
	ARC7068555 AUSTIN ARCHITECTURE PLUS INC 1907 N Lamar Blvd Ste 260 Austin Tx 78705-4900	512-478-0970 512-478-0920 info@austinarchplus.com	WDB	F/Caucasian	AU
	V00000903997 AmaTerra Environmental, Inc. 4009 Banister Lane, Ste. 300 Austin Tx 78704	512-329-0031 5123290012 jmadden@amaterra.com	WDB	F/Caucasian	AU
	VS0000029061 B+V Design, LLC 208 W. 4th St., 3a Austin Tx 78701	512-293-6290 5124741988 stephi@b-vdesign.com	WB	F/Caucasian	AU
	BAR7168210 BARNES GROMATZKY KOSAREK 1508 W. 5th Street, Suite 200 Austin Tx 78703-5137	512-476-7133 512-478-2624 albin@bgkarchitects.com	MB	M/Hispanic	AU

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VC0000102050 BENZ RESOURCE GROUP INC 1101-B E 6th St Austin Tx 78702		512-220-9542 512-220-9543 BENZ@BENZRESOURCEGROUP.COM	WDB	F/Caucasian	AU
BLG0714750 BLGY INC 2204 Forbes Dr Ste 101 Austin Tx 78754-5143		512-977-0390 512-977-0838	MB	M/African American	AU
V00000929802 Bhavani Singal 5409 Woodrow Ave Apt C Austin Tx 78756		5127109705 vani@workshopno5.com	MWDB	F/Asian	AU
CAR8304844 CARTER DESIGN ASSOC INC 817 W 11th St Austin Tx 78701-2009		512-476-1812 512-476-1819 CDA@CARTERDESIGN.NET	MWDB	F/African American	AU
COD8314790 CATHERINE M O'CONNOR 1200 Yaupon Valley Rd Austin Tx 78746-4331		512-423-1298 512-328-5231	WDB	F/Caucasian	AU
COT8308600 COTERA + REED ARCHITECTS INC 812 San Antonio St., Ste. 406 Austin Tx 78701		512-472-3300 512-472-3611 info@coterareed.com	MDB	M/Hispanic	AU
VS0000020827 Coleman TBG Partners, LLC 9890 Silver Mountain Dr. Austin Tx 78737		5124762090 5124762099 lauren@colemanandassoc.com	WDB	F/Caucasian	SL
ELE7135270 ELEANOR H MCKINNEY LANDSCAPE ARCHITECT INC 2007 Kinney Ave Austin Tx 78704-4007		512-445-5202 512-445-3432 ehmla@swbell.net	WB	F/Caucasian	AU
ELI7156085 ELIZABETH SALAIZ ARCHITECT INC 2305 Rundell Pl Austin Tx 78704-3027		512-761-4546 esarch@sbcglobal.net	MWB	F/Hispanic	AU
GAR7082030 GARCIA DESIGN INC 11500 Metric Blvd Bldg M-1 Ste 150 Austin Tx 78758		512-892-0353 512-821-2085 RGARCIA@GARCIADESIGNINC.NET	MDB	M/Hispanic	AU
CAS7072670 JAIME BEAMAN AIA INC 3821 Juniper Trace, Suite 104 Austin Tx 78738-		512-458-5700 512-458-5755 JBEAMAN@CASABELLA-ARCHITECTS.COM	MDB	M/Hispanic	SL

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
VS0000017158 JOAN S HYDE 3100 Harris Blvd Austin Tx 78703		512-850-9075 512-474-2355 ResourceDesign@earthlink.net	WB	F/Caucasian	AU
KCD8308712 K+CDA ASSOCIATED ARCHITECTS 817 W 11th St Austin Tx 78701-2009		512-476-1812 512-476-1819	MWB	F/African American	AU
PAT7048530 KNUDSON LP 6705 Hwy 290 W Ste 502 #222 Austin Tx 78735		713-463-8200 713-463-8011 ddooley@knudsonservices.com	WDB	F/Caucasian	AU
VS0000011600 Karen A McGraw 4315 Ave C Austin Tx 78751		5124592261 mcgrawka@earthlink.net	WB	F/Caucasian	AU
LIM7079715 LIMBACHER & GODFREY INC 2124 E 6th St Unit 102 Austin Tx 78702		512-450-1518 512-320-1916 info@limbacher-godfrey.com	WB	F/Caucasian	AU
VS0000031993 LOC Consultants Civil Division, Inc. 1000 E Cesar Chavez Street Suite 100 Austin Tx 78702		512-587-7236 512-499-0907 sergio@loccivil.com	MB	M/Hispanic	AU
VS0000025782 Land Interactive, LLC 608 West Monroe Suite C Austin Tx 78704		512-428-6738 spartridge@ndlitx.com	WDB	F/Caucasian	AU
VC0000101572 MCCANN ADAMS STUDIO 515 Congress Ave, Ste 1600 Austin Tx 78701		512-732-0001 512-732-0004 JANAM@MCCANNADAMSSTUDIO.COM	WDB	F/Caucasian	AU
MIR7167890 MIRO RIVERA ARCHITECTS INC 505 Powell St Austin Tx 78703-5121		512-477-7016 512-476-7672 rosa@mirorivera.com	MDB	M/Hispanic	AU
MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 julia@mwminc.com	WDB	F/Caucasian	AU
V00000901680 Pharis Design Inc 2525 South Lamar #4 Austin Tx 78704		512-853-9682 moyara@pharisdesign.net	MWDB	F/Hispanic	AU

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	SIT4249250 SITE SPECIFICS INC 700 N Lamar Blvd Ste 200a Austin Tx 78703-5430	512-472-5252 512-472-2224 specificsites@aol.com	WDB	F/Caucasian	AU
	VC0000103087 STUDIO 8 ARCHITECTS INC 611 W 15th St Austin Tx 78701	512-473-8989 512-473-8982 MILTON.HIME@STUDIO8ARCHITECTS.COM	MB	M/Hispanic	AU
	VC0000103455 STUDIO BALCONES LLC 702 San Antonio Street Austin Tx 78701	512-383-8815  jennifer@studiobalcones.com	WB	F/Caucasian	AU
	VC0000102925 SUSAN H WELKER 4911 Rollingwood Dr Austin Tx 78746	512-329-5998 512-329-5998 SWELKER@HARRISWELKERARCHITECTS.COM	WDB	F/Caucasian	AU
	THI8305569 THIRD LAND INC P.O. Box 162137 Austin Tx 78716-	512-306-8885 512-732-0853 EFRANKE@THIRDLAND.COM	WDB	F/Caucasian	AU
	VS0000003719 Ten Eyck Landscape Architects, Inc. 1214 West Sixth Street Suite 100 Austin Tx 78703	5128139999 9991 5128139998 teneyck@teneyckla.com	WB	F/Caucasian	AU
	V00000928407 URBAN DESIGN GROUP PC 3660 Stoneridge Rd Ste E101 Austin Tx 78746	5123470040 107 5123471311 ltoups@udg.com	WDB	F/Caucasian	AU
<b>91573 Public Information Services</b>					
	AKY5262000 A K YOUNG ASSOC Po Box 201265 Austin Tx 78720-1265	512-476-6686 512-478-8009 General-AKYA@att.net	WB	F/Caucasian	AU
	ADI8313185 ADISA PUBLIC RELATIONS 12401 Los Indios Trail 42 Austin Tx 78729	512-472-6112 512-472-6112 srobinson@makingthingsclear.com	MWDB	F/African American	AU
	VC0000102206 BEVERLY S. SILAS Po Box 493 Austin Tx 78767-0493	512-374-4997 5123239800 bsilas@beverlysilas.com	MWDB	F/African American	AU

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	VC0000101188 BOBBIE GARZA-HERNANDEZ Po Box 3911 Austin Tx 78764-3911	512-878-2246 512-878-2244 bobbie@pinkpr.biz	MWDB	F/Hispanic	AU
	V00000929034 Buffalo Cloud Consulting LLC Po Box 144132 Austin Tx 78714	5122154436 buffalocloudconsulting@yahoo.com	MWDB	F/African American	AU
	CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754	512-836-2388 512-836-4515 channys@casengineers.com	MDB	M/Asian	AU
	V00000927690 CIVIC COLLABORATION LLC 7605 Clydesdale Dr Austin Tx 78745	5129713033 dmiller@civiccollaboration.com	WDB	F/Caucasian	AU
	CRE8308315 CREATIVE HEADS ADVERTISING INC 7301 Ranch Rd. 620n, Ste. 155-358 Austin Tx 78726	512-474-5775 512-369-1861 411@creativeheadsadv.com	WB	F/Caucasian	AU
	VS0000010052 Concept Development & Planning, LLC P.O. Box 5459 Austin Tx 78763-5459	512-533-9100 12 512-533-9101 agray@cdandp.com	WDB	F/Caucasian	AU
	V00000928702 Cortez Consulting Services 6715 Windrift Way #26 Austin Tx 78745	5126948757 laurajcortez@yahoo.com	MWB	F/Hispanic	AU
	VS0000024713 Cultural Strategies Inc. 3300 Bee Cave Rd. #650-1136 Austin Tx 78746	512-501-4971 701 512-501-4971 spuente@cultural-strategies.com	MDB	M/Hispanic	AU
	V00000924464 DARLENE WATKINS 4600 Mueller Blvd Unit 4020 Austin Tx 78723	5127071622 info@reachoutaustin.com	MWDB	F/African American	AU
	ELE7135270 ELEANOR H MCKINNEY LANDSCAPE ARCHITECT INC 2007 Kinney Ave Austin Tx 78704-4007	512-445-5202 512-445-3432 ehmla@swbell.net	WB	F/Caucasian	AU
	VS0000026197 EQ CONSULTANTS GROUP 12329 Double Tree Lane Austin Tx 78750	512-827-8468 elizabeth.quintanilla@gmail.com	MWDB	F/Hispanic	AU

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	GMS8309829 GMSA MANAGEMENT SVCS INC 11023 Pencewood Court Suite A Austin Tx 78750	512-845-0326 8889205648 gbryant@alumni.utexas.net	MWDB	F/African American	AU
	V00000927612 IVY LE 3220 Duval Rd #2003 Austin Tx 78759	5129637807 ivy@9terrains.co	WMDB	F/Asian	AU
	LAU8322378 LAURA R CARROLL 111 W 8th St Austin Tx 78701	512-583-0929 5122368890 LAURA@RAUNPR.COM	WB	F/Caucasian	AU
	V00000934806 LISA O'NEILL 411 W Monroe St Austin Tx 78704	5124946178 lisa@newtononeill.com	WB	F/Caucasian	AU
	MAR8305101 MARTHA FERRERO JUCH P E INC 1706 Walsh Dr Round Rock Tx 78681-1434	5126334183 mfjuch@austin.rr.com	WDB	F/Caucasian	SL
	VC0000101572 MCCANN ADAMS STUDIO 515 Congress Ave, Ste 1600 Austin Tx 78701	512-732-0001 512-732-0004 JANAM@MCCANNADAMSSTUDIO.COM	WDB	F/Caucasian	AU
	VC0000102100 NANCY LEDBETTER & ASSOCIATES INC 20020 Farm Pond Ln Pflugerville Tx 78660	512-694-7797 512-252-8322 NANCY@NANCYLEDBETTER.COM	WDB	F/Caucasian	AU
	GRO7148575 RJW OPERATIONS INC 8401 Shoal Creek Blvd Austin Tx 78757	512-448-4459 512-454-1342 rj@groupsolutionsrjw.com	MWDB	F/African American	AU
	V00000924628 RMD STRATEGY LLC Po Box 200913 Austin Tx 78720	5123617108 mike@rmdstrategy.com	MDB	M/Hispanic	AU
	VS0000012578 Rifeline, LLC 1214 W. 5th Street Suite C Austin Tx 78703	5127979019 lrife@rifeline.com	WDB	F/Caucasian	AU
	VC0000103179 SUE ELLEN JACKSON 8827 Silverarrow Circle Austin Tx 78759	512-345-5259 512-345-1458 SEJACKSON@AUSTIN.RR.COM	WDB	F/Caucasian	AU

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	VS0000030065 Shaila M Abdullah 8408 Dulac Drive Austin Tx 78729	512-924-7674  shailaabdullah@gmail.com	MWDB	F/Asian	AU
	VS0000018476 THE AMPERSAND AGENCY INC 1011 San Jacinto Blvd. Suite 303 Austin Tx 78701	5124623366 5123220723 jeffm@ampersandagency.com	WB	F/Caucasian	AU
	VS0000014892 Yates Consulting Inc 611 S. Congress, Suite 100 Austin Tx 78704	512-288-4054 5122360843 elyse@influenceopinions.com	WDB	F/Caucasian	AU
<b>91849 Finance/Economics Consulting</b>					
	V00000917827 BUSINESS & FINANCIAL MANAGEMENT SOLUTIONS LLC Po Box 151708 Austin Tx 78715-1708	512-366-8183  mara.ash@bafsolutions.com	MWDB	F/Hispanic	AU
	VS0000021229 COMMUNITY DEVELOPMENT MANAGEMENT CO INC 317 South Main Street Lockhart Tx 78644	512-398-7129 512-376-7304 rudyr@ccaustin.com	MDB	M/Hispanic	SL
	VS0000026197 EQ CONSULTANTS GROUP 12329 Double Tree Lane Austin Tx 78750	512-827-8468  elizabeth.quintanilla@gmail.com	MWDB	F/Hispanic	AU
	V00000917174 JN3 Global Enterprises LLC 6034 West Courtyard Drive Suite #150 Austin Tx 78730	512-501-1155  jnowlin@excelglobalpartners.com	MDB	M/African American	AU
	PAT7048530 KNUDSON LP 6705 Hwy 290 W Ste 502 #222 Austin Tx 78735	713-463-8200 713-463-8011 ddooley@knudsonservices.com	WDB	F/Caucasian	AU
	MON8308161 MONTEMAYOR HILL BRITTON & BENDER PC 2525 Wallingwood Dr Bldg 1 Ste 200 Austin Tx 78746	512-442-0380 512-442-0817 a@montemayorhill.com	MDB	M/Hispanic	AU

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	VS0000031819 PowerFin Texas Solar Projects LLC 100 Congress Avenue 20th Floor Austin Tx 78701	512-394-8767 815-301-8808 tpham@powerfinpartners.com	MDB	M/Asian	AU
	SNA8315942 SNAP MANAGEMENT GROUP INC 6928 Robert Dixon Dr Austin Tx 78749-2218	512-899-8788 512-474-8788 Darrell@snapmgt.com	MDB	M/African American	AU
	VS0000034326 The Entermedia Group, LLC 900 Rr 620 South, C101-153 Austin Tx 78734	512-553-8341 lorraine.jordan@theentermediagroup.com	MWDB	F/African American	AU
<b>92517 Civil Engineering</b>					
	V00000907236 360 Professional Services, Inc. P.O. Box 3639 Cedar Park Tx 78630	512-354-4682 103 tammy.foster@360psinc.com	WDB	F/Caucasian	SL
	AGU8313738 AGUIRRE & FIELDS LP 12708 Riata Vista Circle Ste A-109 Austin Tx 78727	5126091507 5126108903 dave.lubitz@aguirre-fields.com	MDB	M/Hispanic	AU
	ALL7111300 ALLIANCE-TEXAS ENGINEERING COMPANY 11500 Metric Blvd Bldg M1, Ste 150 Austin Tx 78758	512-821-2081 512-821-2085 GHEATH@EMAILATG.COM	WDB	F/Caucasian	AU
	ROD8321224 ANDREW A RODRIGUEZ 8137 Osborne Dr Austin Tx 78729-8074	512-989-3336 512-989-9192 RODZENG@AOL.COM	MDB	M/Hispanic	AU
	AXI8316197 AXIOM ENGINEERS INC 13276 Research Blvd Ste 208 Austin Tx 78750	512-506-9335 512-506-9377 NCF@AXIOMTEXAS.COM	WDB	F/Caucasian	AU
	BAE7086810 BAER ENGINEERING & ENVIRONMENTAL CONSULTING INC 7756 Northcross Dr Ste 211 Austin Tx 78757-1725	512-453-3733 512-453-3316 tbaer@BaerEng.com	WDB	F/Caucasian	AU
	CEP8319715 BOWMAN ENGINEERING & CONSULTING INC 902 Rio Grande Austin Tx 78701	512-263-5677 214-382-9410 SHAUNA@BOWMANENGINEERS.COM	WDB	F/Caucasian	AU

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CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754		512-836-2388 512-836-4515 channys@casengineers.com	MDB	M/Asian	AU
VC0000102500 CIVIL LAND GROUP LLC 206 W Main St Ste 101 Round Rock Tx 78664		512-992-0118 512-246-1856 BFRYE@CIVLNDGRP.COM	MWB	F/Hispanic	SL
CLO8320728 CLOTTEY ENGINEERING INC 210 N Kings Canyon Dr Cedar Park Tx 78613-3043		512-996-9020 512-996-9520 CCLOTTEY@CLOTTEYENGINEERING.COM	MDB	M/African American	AU
V00000930698 CONVEYANCE/PROVIDENCE (JOINT VENTURE) 112 Las Colinas Drive Georgetown Tx 78628		5126580628 providenceenvironmental@suddenlink.net	WB	F/Caucasian	SL
CRE7038055 CRESPO CONSULTING SERVICES INC 4131 Spicewood Springs Rd #B2 Austin Tx 78759-8658		512-343-6404 512-343-8120 SSTECHER@CRESPOINC.COM	MDB	M/Hispanic	AU
VS0000011100 Castleberry Engineering & Consulting, P.L.L.C. P.O. Box 40546 Austin Tx 78704		512-751-9272 c.castleberry@castleberryengineering.com	WDB	F/Caucasian	AU
V00000908664 Cook-Joyce, Inc. 812 W. 11th Street Austin Tx 78701		512-474-9097 2494 elizabeth.rabaey@cook-joyce.com	WB	F/Caucasian	AU
V00000905281 Corsair Consulting LLC 9442 Capital Of Texas Hwy N Plaza One, Suite 500 Austin Tx 78759		512-342-8877 clinharris@corsairus.com	MDB	M/Asian	AU
V00000904121 D. F. Noble Consulting, LLC 1185 Taylor Ranch Road Wimberley Tx 78676		512-809-8226 txdotnoble@yahoo.com	MWDB	F/Hispanic	SL
DAT8307094 DATUM GOJER ENGINEERS L L C 5929 Balcones Dr Ste 100 Austin Tx 78731		512-469-9490 erikap@datumengineers.com	MB	M/Hispanic	AU
DAV1449500 DAVCAR INC 1010 Land Creek Cove Ste 200 Austin Tx 78746-		512-328-4428 512-306-8330 DAVID@DAVCAR.COM	MDB	M/Hispanic	AU

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VC0000101365 ELECTRIC POWER ENGINEERS INC 13001 W Highway 71, Suite G100 Austin Tx 78738		512-382-6700 866-265-0827 hballouz@epeconsulting.com	WB	F/Caucasian	SL
ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
VC0000102911 FAYEZ S KAZI 1210 Rosewood Ave Austin Tx 78702		512-761-6161 5127616167 fayez@civiltitude.com	MDB	M/Asian	AU
FRA8312411 FRANK LAM & ASSOC INC 508 W 16th St Austin Tx 78701-1502		512-476-2717 512-476-2714 FRANK@FRANKLAMINC.COM	MDB	M/Asian	AU
V00000915371 G Sylva, LLC 9712 Indina Hills Dr. Austin Tx 78717		512-934-3860 gilbert.sylva@gsylva.com	MDB	M/Hispanic	AU
GLE7011195 GLENROSE ENGINEERING INC Po Box 1948 Austin Tx 78767-1948		512-326-8880 LAUREN@GLENROSE.COM	WDB	F/Caucasian	AU
VS0000008581 GLOBAL ENGINEERS INC 4219 Pebblestone Trl Round Rock Tx 78665-5027		512-417-3172 512-246-2212 munirmkhan@gmail.com	MDB	M/Asian	AU
V00000907852 Garza EMC L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
HAR8321937 HARKINS ENGINEERING INC 3300 Lost Oasis Hollow Austin Tx 78739-7603		512-291-8219 512-280-1462 VHARKINS@HARKINSENGINEERING.COM	WDB	F/Caucasian	AU
HUR2455500 HARUTUNIAN ENGINEERING INC 305 E Huntland Dr Ste 500 Austin Tx 78752-3730		512-454-2788 512-454-6434 PROCURE@HEIWORLD.COM	WB	F/Caucasian	AU
HOL2400500 HOLT ENGINEERING INC 2220 Barton Skyway Austin Tx 78704-5737		512-447-8166 512-447-0852 l.holt@holteng.com	WB	F/Caucasian	AU

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ITG8318552 I T GONZALEZ ENGINEERS 3501 Manor Rd Austin Tx 78723-5815		512-447-7400 11 512-447-6389 itgonz@swbell.net	MDB	M/Hispanic	AU
JON8316038 JONES MCMULLEN ENGINEERING INC 1412 Payton Falls Dr Austin Tx 78754		512-914-4793 catherinemcmullen99@yahoo.com	WDB	F/Caucasian	AU
GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823		512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
KFR8309453 K FRIESE & ASSOC INC 1120 S Capital Of Texas Hwy, Cityview 2, Ste 100 Austin Tx 78746		512-338-1704 512-338-1784 kfriese@kfriese.com	WDB	F/Caucasian	AU
V00000907693 LEAP Structures, PLLC 3001 S. Lamar Blvd Suite 230 Austin Tx 78704		512-298-3999 1 tchu@leapstructures.com	MDB	M/Asian	AU
VS0000031993 LOC Consultants Civil Division, Inc. 1000 E Cesar Chavez Street Suite 100 Austin Tx 78702		512-587-7236 512-499-0907 sergio@loccivil.com	MB	M/Hispanic	AU
V00000929188 LeStella S Valley 400 Wimberley Oaks Drive Wimberley Tx 78676		5128478780 lestella@sunstarservices.guru	WB	F/Caucasian	SL
V00000929980 Longaro & Clarke / Civilitude JV 1701 Directors Blvd., Suite 400 Austin Tx 78744		5127616161 candace@civilitude.com	MB	M/Asian	AU
MAR8305101 MARTHA FERRERO JUCH P E INC 1706 Walsh Dr Round Rock Tx 78681-1434		5126334183 mfjuch@austin.rr.com	WDB	F/Caucasian	SL
MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 julia@mwminc.com	WDB	F/Caucasian	AU
VS0000011481 Maldonado-Burkett Intelligent Transportation Systems, LLP 2205 Western Trails Blvd. Ste B Austin Tx 78745-1638		512-916-1386 ramon@mbitsgroup.com	MDB	M/Hispanic	AU

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V00000925715 McKinney Engineering, Inc 18101 Angel Valley Dr Leander Tx 78641		5124612632 melisa.mckinney@gmail.com	WDB	F/Caucasian	SL
V00000929649 NICOLE FRANCOIS CONSULTING 1008 Sundance Ridge Dripping Springs Tx 78620		5129658887 nfranconsulting@gmail.com	WDB	F/Caucasian	SL
VS0000014928 Nellor Environmental Associates, Inc 4024 Walnut Clay Dr Austin Tx 78731		512-374-9330 margie@nellorenvironmental.com	WDB	F/Caucasian	AU
VS0000037698 PROFESSIONAL STRUCIVIL ENGINEERS INC 12710 Research Blvd. Suite 390 Austin Tx 78759		512-238-6422 psce@psceinc.com	MDB	M/Asian	AU
PRO8301100 PROVIDENCE ENVIRONMENTAL CONSULTING INC 112 Las Colinas Dr Georgetown Tx 78628-1019		512-863-3492 512-869-0576 providenceenvironmental@suddenlink.net	WDB	F/Caucasian	SL
VS0000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664		512-689-2341 512-382-6851 rgonzalez@rgtengineering.com	MDB	M/Hispanic	SL
ROD7082460 RODRIGUEZ TRANSPORTATION GROUP Inc 11211 Taylor Draper Ln Ste 100 Austin Tx 78759		512-231-9544 512-231-9133 MRODRIGUEZ@RTG-TEXAS.COM	MDB	M/Hispanic	AU
V00000901562 Regional Engineering Inc. 818 Wagon Trail Suit # 102 Austin Tx 78758		512-507-9355 5126708915 reiaustx@gmail.com	MDB	M/Asian	AU
VS0000026253 Rios Engineering, LLC 609 Irma Dr Austin Tx 78752		512-944-3023 ed@riosengineering.com	MDB	M/Hispanic	AU
VS0000015805 Rogers Moore Engineers, LLC 221 West 6th Street Suite 826 Austin Tx 78701		512-330-1282 512-330-1295 utuladhar@rogersmoorellc.com	WB	F/Caucasian	AU

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	STA8322362 STANSBERRY ENGINEERING CO. Po Box 309 Manchaca Tx 78652-0309	512-292-8000 512-292-7270 INFO@STANSBERRYENGINEERING.COM	WDB	F/Caucasian	AU
	STR8322676 STRUCTURESPE L L P 1018 W 11th St Ste 100 Austin Tx 78703-4987	512-499-0919 512-320-8521 JERRY@STRUCTURESTX.COM	MDB	M/Hispanic	AU
	SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752	512-590-7951 512-494-0406 cthompson@sunlandgrp.com	WDB	F/Caucasian	AU
	VC0000103065 SUSAN ROTH CONSULTING LLC 4111 Tablerock Dr Austin Tx 78731	512-796-6692 SUSAN@SROTHCONSULTING.COM	WDB	F/Caucasian	AU
	VS0000030160 Seiler/Lankes Group 901 Round Rock Avenue Suite C100 Round Rock Tx 78681	512-785-8564 glankes@slg-eng.com	MDB	M/Hispanic	SL
	V00000925313 Smith Turrieta, PLLC Po Box 5902 Austin Tx 78763	5125699022 susan@smithturrieta.com	WDB	F/Caucasian	AU
	ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156	512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
	VS0000022046 THOMPSON-HAMILTON ENGINEERING LLC 283 Catalina Lane Austin Tx 78737	5127911175 512-350-2641 admin@atlasdgn.com	MDB	M/Hispanic	SL
	TRA8311787 TRANSTEC GROUP INC 6111 Balcones Dr Austin Tx 78731-	512-451-6233 512-451-6234 DAN@THETRANSTECGROUP.COM	MDB	M/Hispanic	AU
	TRI4738850 TRICIA ALTAMIRANO Consulting Engineer Inc 1101 S Cap Of Tx Hwy Ste 210d Austin Tx 78746-6438	512-328-2203 512-327-2947 taltamirano@austin.rr.com	WB	F/Caucasian	AU
	VS0000022197 Texas Engineering Solutions, LLC 5000 Bee Caves Rd Suite 206 Austin Tx 78746	512-904-0505 205 512-904-0509 sdelgado@txengs.com	MDB	M/Hispanic	AU

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	UNI8318182 UNINTECH CONSULTING ENGINEERS INC 3737 Executive Center Dr Ste 101 Austin Tx 78731	512-579-0722 210-641-8279 echan@unintech.com	MWDB	F/Asian	AU
	V00000928407 URBAN DESIGN GROUP PC 3660 Stoneridge Rd Ste E101 Austin Tx 78746	5123470040 107 5123471311 ltoups@udg.com	WDB	F/Caucasian	AU
	URB7038110 UTE CONSULTANTS INC 2007 S 1st Street Austin Tx 78704	512-789-5018  joan@uteconsultants.com	WDB	F/Caucasian	AU
	VIC7091950 VICKREY & ASSOC INC 1717 W 6th St Ste 260, Hartland Plaza Austin Tx 78703	512-494-8014 512-494-8054 austin@vickreyinc.com	WDB	F/Caucasian	AU
	WAY5080500 WAY CONSULTING ENGINEERS INC 11615 Angus Rd Ste 119 Austin Tx 78759-4004	512-343-0766 512-343-9103 way@wayengineering.com	MB	M/Asian	AU
<b>92561 Land Development and Planning/Engineering</b>					
	V00000907236 360 Professional Services, Inc. P.O. Box 3639 Cedar Park Tx 78630	512-354-4682 103  tammy.foster@360psinc.com	WDB	F/Caucasian	SL
	AGU8313738 AGUIRRE & FIELDS LP 12708 Riata Vista Circle Ste A-109 Austin Tx 78727	5126091507 5126108903 dave.lubitz@aguirre-fields.com	MDB	M/Hispanic	AU
	ALL7111300 ALLIANCE-TEXAS ENGINEERING COMPANY 11500 Metric Blvd Bldg M1, Ste 150 Austin Tx 78758	512-821-2081 512-821-2085 GHEATH@EMAILATG.COM	WDB	F/Caucasian	AU
	AXI8316197 AXIOM ENGINEERS INC 13276 Research Blvd Ste 208 Austin Tx 78750	512-506-9335 512-506-9377 NCF@AXIOMTEXAS.COM	WDB	F/Caucasian	AU
	CEP8319715 BOWMAN ENGINEERING & CONSULTING INC 902 Rio Grande Austin Tx 78701	512-263-5677 214-382-9410 SHAUNA@BOWMANENGINEERS.COM	WDB	F/Caucasian	AU

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CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754		512-836-2388 512-836-4515 channys@casengineers.com	MDB	M/Asian	AU
VC0000102500 CIVIL LAND GROUP LLC 206 W Main St Ste 101 Round Rock Tx 78664		512-992-0118 512-246-1856 BFRYE@CIVLNDGRP.COM	MWB	F/Hispanic	SL
V00000930698 CONVEYANCE/PROVIDENCE (JOINT VENTURE) 112 Las Colinas Drive Georgetown Tx 78628		5126580628  providenceenvironmental@suddenlink.net	WB	F/Caucasian	SL
CRE7038055 CRESPO CONSULTING SERVICES INC 4131 Spicewood Springs Rd #B2 Austin Tx 78759-8658		512-343-6404 512-343-8120 SSTECHER@CRESPOINC.COM	MDB	M/Hispanic	AU
VS0000011100 Castleberry Engineering & Consulting, P.L.L.C. P.O. Box 40546 Austin Tx 78704		512-751-9272  c.castleberry@castleberryengineering.com	WDB	F/Caucasian	AU
V00000908664 Cook-Joyce, Inc. 812 W. 11th Street Austin Tx 78701		512-474-9097 2494  elizabeth.rabaey@cook-joyce.com	WB	F/Caucasian	AU
DAV1449500 DAVCAR INC 1010 Land Creek Cove Ste 200 Austin Tx 78746-		512-328-4428 512-306-8330 DAVID@DAVCAR.COM	MDB	M/Hispanic	AU
VC0000102911 FAYEZ S KAZI 1210 Rosewood Ave Austin Tx 78702		512-761-6161 5127616167 fayez@civiltitude.com	MDB	M/Asian	AU
V00000907852 Garza EMC L.L.C. 221 W. Sixth Street, Suite 380 Austin Tx 78701		512-298-3284 5122982592 rgarza@garzabury.com	MB	M/Hispanic	AU
GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823		512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU
KFR8309453 K FRIESE & ASSOC INC 1120 S Capital Of Texas Hwy, Cityview 2, Ste 100 Austin Tx 78746		512-338-1704 512-338-1784 kfriese@kfriese.com	WDB	F/Caucasian	AU

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V00000929980 Longaro & Clarke / Civilitude JV 1701 Directors Blvd., Suite 400 Austin Tx 78744		5127616161  candace@civilitude.com	MB	M/Asian	AU
MAR8305101 MARTHA FERRERO JUCH P E INC 1706 Walsh Dr Round Rock Tx 78681-1434		5126334183  mfjuch@austin.rr.com	WDB	F/Caucasian	SL
MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752		512-453-0767 512-453-1734 juliah@mwmnc.com	WDB	F/Caucasian	AU
V00000929649 NICOLE FRANCOIS CONSULTING 1008 Sundance Ridge Dripping Springs Tx 78620		5129658887  nfranconsulting@gmail.com	WDB	F/Caucasian	SL
VS0000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664		512-689-2341 512-382-6851 rgonzalez@rgtengineering.com	MDB	M/Hispanic	SL
ROD7082460 RODRIGUEZ TRANSPORTATION GROUP Inc 11211 Taylor Draper Ln Ste 100 Austin Tx 78759		512-231-9544 512-231-9133 MRODRIGUEZ@RTG-TEXAS.COM	MDB	M/Hispanic	AU
STA8322362 STANSBERRY ENGINEERING CO. Po Box 309 Manchaca Tx 78652-0309		512-292-8000 512-292-7270 INFO@STANSBERRYENGINEERING.COM	WDB	F/Caucasian	AU
SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752		512-590-7951 512-494-0406 cthompson@sunlandgrp.com	WDB	F/Caucasian	AU
VC0000103065 SUSAN ROTH CONSULTING LLC 4111 Tablerock Dr Austin Tx 78731		512-796-6692  SUSAN@SROTHCONSULTING.COM	WDB	F/Caucasian	AU
VS0000030160 Seiler/Lankes Group 901 Round Rock Avenue Suite C100 Round Rock Tx 78681		512-785-8564  glankes@slg-eng.com	MDB	M/Hispanic	SL
V00000925313 Smith Turrieta, PLLC Po Box 5902 Austin Tx 78763		5125699022  susan@smithturrieta.com	WDB	F/Caucasian	AU

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	ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156	512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
	TRI4738850 TRICIA ALTAMIRANO Consulting Engineer Inc 1101 S Cap Of Tx Hwy Ste 210d Austin Tx 78746-6438	512-328-2203 512-327-2947 taltamirano@austin.rr.com	WB	F/Caucasian	AU
	VS0000022197 Texas Engineering Solutions, LLC 5000 Bee Caves Rd Suite 206 Austin Tx 78746	512-904-0505 205 512-904-0509 sdelgado@txengs.com	MDB	M/Hispanic	AU
	V00000928407 URBAN DESIGN GROUP PC 3660 Stoneridge Rd Ste E101 Austin Tx 78746	5123470040 107 5123471311 ltoups@udg.com	WDB	F/Caucasian	AU
	URB7038110 UTE CONSULTANTS INC 2007 S 1st Street Austin Tx 78704	512-789-5018  joan@uteconsultants.com	WDB	F/Caucasian	AU
	VIC7091950 VICKREY & ASSOC INC 1717 W 6th St Ste 260, Hartland Plaza Austin Tx 78703	512-494-8014 512-494-8054 austin@vickreyinc.com	WDB	F/Caucasian	AU
<b>92593 Traffic and Transportation Engineering</b>					
	V00000907236 360 Professional Services, Inc. P.O. Box 3639 Cedar Park Tx 78630	512-354-4682 103  tammy.foster@360psinc.com	WDB	F/Caucasian	SL
	AGU8313738 AGUIRRE & FIELDS LP 12708 Riata Vista Circle Ste A-109 Austin Tx 78727	5126091507 5126108903 dave.lubitz@aguirre-fields.com	MDB	M/Hispanic	AU
	ALL7111300 ALLIANCE-TEXAS ENGINEERING COMPANY 11500 Metric Blvd Bldg M1, Ste 150 Austin Tx 78758	512-821-2081 512-821-2085 GHEATH@EMAILATG.COM	WDB	F/Caucasian	AU
	AXI8316197 AXIOM ENGINEERS INC 13276 Research Blvd Ste 208 Austin Tx 78750	512-506-9335 512-506-9377 NCF@AXIOMTEXAS.COM	WDB	F/Caucasian	AU

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BAE7086810 BAER ENGINEERING & ENVIRONMENTAL CONSULTING INC 7756 Northcross Dr Ste 211 Austin Tx 78757-1725		512-453-3733 512-453-3316 tbaer@BaerEng.com	WDB	F/Caucasian	AU
CEP8319715 BOWMAN ENGINEERING & CONSULTING INC 902 Rio Grande Austin Tx 78701		512-263-5677 214-382-9410 SHAUNA@BOWMANENGINEERS.COM	WDB	F/Caucasian	AU
CAS7170685 CAS CONSULTING & SVCS INC 7908 Cameron Rd Austin Tx 78754		512-836-2388 512-836-4515 channys@casengineers.com	MDB	M/Asian	AU
VC0000102500 CIVIL LAND GROUP LLC 206 W Main St Ste 101 Round Rock Tx 78664		512-992-0118 512-246-1856 BFRYE@CIVLNDGRP.COM	MWB	F/Hispanic	SL
V00000905281 Corsair Consulting LLC 9442 Capital Of Texas Hwy N Plaza One, Suite 500 Austin Tx 78759		512-342-8877  clintharris@corsairus.com	MDB	M/Asian	AU
DAV1449500 DAVCAR INC 1010 Land Creek Cove Ste 200 Austin Tx 78746-		512-328-4428 512-306-8330 DAVID@DAVCAR.COM	MDB	M/Hispanic	AU
ENC1735650 ENCOTECH ENGINEERING CONSULTANTS INC 8500 Bluffstone Cove, #B-103 Austin Tx 78759		512-338-1101 101 512-338-1160 KHATAW@ENCOTECHENGINEERING.COM	MB	M/Asian	AU
VC0000102911 FAYEZ S KAZI 1210 Rosewood Ave Austin Tx 78702		512-761-6161 5127616167 fayez@civilitude.com	MDB	M/Asian	AU
VS0000008581 GLOBAL ENGINEERS INC 4219 Pebblestone Trl Round Rock Tx 78665-5027		512-417-3172 512-246-2212 munirmkhan@gmail.com	MDB	M/Asian	AU
GUE2157000 JOSE I GUERRA INC 2401 S Ih-35 Ste 210 Austin Tx 78741-3823		512-445-2090 512-445-2099 RGUERRA@GUERRA.COM	MDB	M/Hispanic	AU

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	KFR8309453 K FRIESE & ASSOC INC 1120 S Capital Of Texas Hwy, Cityview 2, Ste 100 Austin Tx 78746	512-338-1704 512-338-1784 kfriese@kfriese.com	WDB	F/Caucasian	AU
	V00000929188 LeStella S Valley 400 Wimberley Oaks Drive Wimberley Tx 78676	5128478780 lestella@sunstarservices.guru	WB	F/Caucasian	SL
	V00000929980 Longaro & Clarke / Civilitude JV 1701 Directors Blvd., Suite 400 Austin Tx 78744	5127616161 candace@civilitude.com	MB	M/Asian	AU
	MAR3044500 MWM DESIGNGROUP INC 305 E Huntland Dr Ste 200 Austin Tx 78752	512-453-0767 512-453-1734 juliah@mwminc.com	WDB	F/Caucasian	AU
	VS0000011481 Maldonado-Burkett Intelligent Transportation Systems, LLP 2205 Western Trails Blvd. Ste B Austin Tx 78745-1638	512-916-1386 ramon@mbitsgroup.com	MDB	M/Hispanic	AU
	VS0000037698 PROFESSIONAL STRUCIVIL ENGINEERS INC 12710 Research Blvd. Suite 390 Austin Tx 78759	512-238-6422 psce@psceinc.com	MDB	M/Asian	AU
	VS0000004650 RGT Engineering, Inc. 1000 Heritage Center Circle Round Rock Tx 78664	512-689-2341 512-382-6851 rgonzalez@rgtengineering.com	MDB	M/Hispanic	SL
	ROD7082460 RODRIGUEZ TRANSPORTATION GROUP Inc 11211 Taylor Draper Ln Ste 100 Austin Tx 78759	512-231-9544 512-231-9133 MRODRIGUEZ@RTG-TEXAS.COM	MDB	M/Hispanic	AU
	SUN4499350 SUNLAND GROUP INC 1033 La Posada Drive Suite 370 Austin Tx 78752	512-590-7951 512-494-0406 cthompson@sunlandgrp.com	WDB	F/Caucasian	AU
	VS0000030160 Seiler/Lankes Group 901 Round Rock Avenue Suite C100 Round Rock Tx 78681	512-785-8564 glankes@slg-eng.com	MDB	M/Hispanic	SL

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V00000930280 Simgineers LLC 700 Lavaca St Ste 1401 Austin Tx 78701		5123637676  matt.snead@simgineers.com	MDB	M/Native American	AU
V00000925313 Smith Turrieta, PLLC Po Box 5902 Austin Tx 78763		5125699022  susan@smithturrieta.com	WDB	F/Caucasian	AU
ARI0290800 THE ARIZPE GROUP INC 6330 E Hwy 290 Ste 375 Austin Tx 78723-1156		512-339-3707 512-339-3709 Robert.Arizpe@Arizpe.com	MDB	M/Hispanic	AU
TRA8311787 TRANSTEC GROUP INC 6111 Balcones Dr Austin Tx 78731-		512-451-6233 512-451-6234 DAN@THETRANSTECGROUP.COM	MDB	M/Hispanic	AU
TRI4738850 TRICIA ALTAMIRANO Consulting Engineer Inc 1101 S Cap Of Tx Hwy Ste 210d Austin Tx 78746-6438		512-328-2203 512-327-2947 taltamirano@austin.rr.com	WB	F/Caucasian	AU
UNI8318182 UNINTECH CONSULTING ENGINEERS INC 3737 Executive Center Dr Ste 101 Austin Tx 78731		512-579-0722 210-641-8279 echan@unintech.com	MWDB	F/Asian	AU
URB7038110 UTE CONSULTANTS INC 2007 S 1st Street Austin Tx 78704		512-789-5018  joan@uteconsultants.com	WDB	F/Caucasian	AU
VIC7091950 VICKREY & ASSOC INC 1717 W 6th St Ste 260, Hartland Plaza Austin Tx 78703		512-494-8014 512-494-8054 austin@vickreyinc.com	WDB	F/Caucasian	AU

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**Vendors Outside the SLBP Area**

**90657 Land Development and Planning - Architectural**

DUR8311134 DURAND-HOLLIS RUPE ARCHITECTS INC Building 18 San Antonio Tx 78230	210-308-0080 210-697-3309 office@dhrarchitects.com	MDB	M/Hispanic	TX
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**90664 Planning, Urban (Community, Regional, Areawide,and State)**

DUR8311134 DURAND-HOLLIS RUPE ARCHITECTS INC Building 18 San Antonio Tx 78230	210-308-0080 210-697-3309 office@dhrarchitects.com	MDB	M/Hispanic	TX
V00000912442 Jayashree Narayana 8516 Bridge Street North Richland Hills Tx 76180	817-937-7186 jay@livableplans.com	MWB	F/Asian	TX
WES8311414 WESTEAST DESIGN GROUP L L C 200 E Grayson St Ste 207 San Antonio Tx 78215-1267	210-530-0755 210-530-9427 katherinek@westeastdesign.com	MDB	M/Asian	TX

**91573 Public Information Services**

VS0000027333 Green and Sustainable Services, LLC 2421 Amyx Ranch Drive Ponder Tx 76259	940-597-3723 9404792009 tsmith@grnserv.com	WDB	F/Caucasian	TX
RJR8317892 RJ RIVERA ASSOC INC 601 Nw Loop 410, Suite 410 San Antonio Tx 78216	210-785-0888 2103405664 melissa.barton@rjrivera.com	MDB	M/Hispanic	TX

**91849 Finance/Economics Consulting**

PRI3769850 LAW OFFICE OF WAYMAN L PRINCE 9111 Katy Fwy Ste 301 Houston Tx 77024	713-467-1659 713-467-1686 WAYMAN@WLPLAW.COM	MDB	M/African American	TX
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<b>92517 Civil Engineering</b>					
	AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
	VC0000103077 BRIONES CONSULTING & ENGINEERING LTD 8118 Broadway San Antonio Tx 78209	210-828-1431 210-828-1432 RBRIONES@BRIONESENGINEERING.COM	MDB	M/Hispanic	TX
	VS0000014891 Eckermann Engineering, Inc. 202 Spring Ho Avenue Lampasas Tx 76550	512-556-8160 5125565122 derrek@eckermannengineering.com	MB	M/Native American	TX
	V00000904921 Fivengineering LLC 3535 Briarpark, Suite 210 Houston Tx 77042	713-775-7701 liz@5engineering.com	WDB	F/Caucasian	TX
	VC0000101227 GONZALEZ - DE LA GARZA & ASSOCIATES 115 E. Travis Street, Suite 800 San Antonio Tx 78205	2102089400 210-208-9401 agonzalez@gd-us.com	MWDB	F/Hispanic	TX
	HVJ2459750 HVJ ASSOCIATES INC 6120 S Dairy Ashford Houston Tx 770072	512-447-9081 281-933-7293 HJOHNSON@HVJ.COM	MDB	M/African American	TX
	VS0000023267 Hayden Consultants, Inc. 5005 Greenville Ave Suite 100a Dallas Tx 75206	214-753-8100 214-750-9329 bhart@haydenconsultants.com	WB	F/Caucasian	TX
	IBA7153325 IBARRA CONSULTING ENGINEERS INC 3131 Turtle Creek Blvd #1151 Dallas Tx 75219-5445	214-219-1030 214-219-1035	MWDB	F/Hispanic	TX
	VS0000019943 JQ INFRASTRUCTURE LLC 100 Glass Street Suite 201 Dallas Tx 75201	972-392-7340 214-550-2536 rmehta@jqeng.com	MDB	M/Asian	TX
	VS0000025710 LDP Consultants, Inc. 2115 Chantilly Ln Houston Tx 77018	832-489-9928 linda.pechacek@sbcglobal.net	WB	F/Caucasian	TX
	V00000911438 Lamb-Star Engineering, LP Suite 1000 Plano Tx 75093	214-440-3600 2144403601 john.lamb@lamb-star.com	MDB	M/Native American	TX

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	MAE8319636 MAESTAS & ASSOCIATES INC 11550 Ih 10 W Ste 350 San Antonio Tx 78230	210-366-1988 210-366-1980 almaestas@maesce.com	MDB	M/Hispanic	TX
	V00000914457 MHR Engineering, LLC. 16845 Blanco Road, Suite 106 San Antonio Tx 78232	210-641-0734 2104972227 hrashid@mhreng.com	MDB	M/Asian	TX
	V00000915161 Mendez Engineering, PLLC 2342 Mountain Fall San Antonio Tx 78258-4912	830-438-0337 8304381135 rmendez@mendezengineering.com	MDB	M/Hispanic	TX
	POZ8319072 POZNECKI-CAMARILLO INC 5835 Callaghan Rd Ste 200 San Antonio Tx 78228-1224	210-349-3273 210-349-4395 fcamarillo@pozcam.com	MDB	M/Hispanic	TX
	RJR8317892 RJ RIVERA ASSOC INC 601 Nw Loop 410, Suite 410 San Antonio Tx 78216	210-785-0888 2103405664 melissa.barton@rjrivera.com	MDB	M/Hispanic	TX
	VS0000011185 RODS Subsurface Utility Engineering, Inc. 6810 Lee Road Suite 300 Spring Tx 77379	713-560-6933 hilda@rodssue.cc	MWDB	F/Hispanic	TX
	VS0000034345 SE3, LLC 230 Sw Main St. Suite 213 Lees Summit Mo 64063	630-464-9900 708 469-2566 mspires@se3.us	MDB	M/African American	OS
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX
	V00000924928 Urban Infrastructure Group, Inc. Po Box 729 Donna Tx 78537	9564644710 9564644714 cgonzalez@uigtexas.com	MB	M/Hispanic	TX
	VAC8317945 V&A CONSULTING ENGINEERS INC 155 Grand Ave Ste 700 Oakland Ca 94612-3592	510-903-6600 510-903-6001 KBell@vaengineering.com	MDB	M/Hispanic	OS
	V00000912661 Verdunity, Inc. Suite #110 Dallas Tx 75248	214-729-8733 kristin@verdunity.com	WDB	F/Caucasian	TX
	VS0000028307 Watearth, Inc. P.O. Box 10194 Houston Tx 77206-0194	832-444-0663 8005193774 jwalker@watearth.com	WB	F/Caucasian	TX

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<b>92561 Land Development and Planning/Engineering</b>					
	AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
	VC0000103077 BRIONES CONSULTING & ENGINEERING LTD 8118 Broadway San Antonio Tx 78209	210-828-1431 210-828-1432 RBRIONES@BRIONESENGINEERING.COM	MDB	M/Hispanic	TX
	VS0000014891 Eckermann Engineering, Inc. 202 Spring Ho Avenue Lampasas Tx 76550	512-556-8160 5125565122 derrek@eckermannengineering.com	MB	M/Native American	TX
	V00000904921 Fivengineering LLC 3535 Briarpark, Suite 210 Houston Tx 77042	713-775-7701 liz@5engineering.com	WDB	F/Caucasian	TX
	VC0000101227 GONZALEZ - DE LA GARZA & ASSOCIATES 115 E. Travis Street, Suite 800 San Antonio Tx 78205	2102089400 210-208-9401 agonzalez@gd-us.com	MWDB	F/Hispanic	TX
	V00000911438 Lamb-Star Engineering, LP Suite 1000 Plano Tx 75093	214-440-3600 2144403601 john.lamb@lamb-star.com	MDB	M/Native American	TX
	MAE8319636 MAESTAS & ASSOCIATES INC 11550 Ih 10 W Ste 350 San Antonio Tx 78230	210-366-1988 210-366-1980 almaestas@maesce.com	MDB	M/Hispanic	TX
	V00000904851 MS ENGINEERING, LLC. 208 Chattington Ct. San Antonio Tx 78213	210-885-9270 2103204191 msquire@msengineeringus.com	MWDB	F/Asian	TX
	V00000915161 Mendez Engineering, PLLC 2342 Mountain Fall San Antonio Tx 78258-4912	830-438-0337 8304381135 rmendez@mendezengineering.com	MDB	M/Hispanic	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX

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C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	V00000924928 Urban Infrastructure Group, Inc. Po Box 729 Donna Tx 78537	9564644710 9564644714 cgonzalez@uigtexas.com	MB	M/Hispanic	TX
<b>92593 Traffic and Transportation Engineering</b>					
	AVI0530500 AVIATION ALLIANCE INC Po Box 799 Colleyville Tx 76034-0799	817-498-0388 817-281-1867 Shirley@AviationAllianceInc.com	WDB	F/Caucasian	TX
	VC0000103077 BRIONES CONSULTING & ENGINEERING LTD 8118 Broadway San Antonio Tx 78209	210-828-1431 210-828-1432 RBRIONES@BRIONESENGINEERING.COM	MDB	M/Hispanic	TX
	VS0000014891 Eckermann Engineering, Inc. 202 Spring Ho Avenue Lampasas Tx 76550	512-556-8160 5125565122 derrek@eckermannengineering.com	MB	M/Native American	TX
	V00000904921 Fivengineering LLC 3535 Briarpark, Suite 210 Houston Tx 77042	713-775-7701 liz@5engineering.com	WDB	F/Caucasian	TX
	HVJ2459750 HVJ ASSOCIATES INC 6120 S Dairy Ashford Houston Tx 770072	512-447-9081 281-933-7293 HJOHNSON@HVJ.COM	MDB	M/African American	TX
	VS0000023267 Hayden Consultants, Inc. 5005 Greenville Ave Suite 100a Dallas Tx 75206	214-753-8100 214-750-9329 bhart@haydenconsultants.com	WB	F/Caucasian	TX
	IBA7153325 IBARRA CONSULTING ENGINEERS INC 3131 Turtle Creek Blvd #1151 Dallas Tx 75219-5445	214-219-1030 214-219-1035	MWDB	F/Hispanic	TX
	V00000911438 Lamb-Star Engineering, LP Suite 1000 Plano Tx 75093	214-440-3600 2144403601 john.lamb@lamb-star.com	MDB	M/Native American	TX
	MAE8319636 MAESTAS & ASSOCIATES INC 11550 Ih 10 W Ste 350 San Antonio Tx 78230	210-366-1988 210-366-1980 almaestas@maesce.com	MDB	M/Hispanic	TX

## City of Austin Subcontract Vendor List - VCRCVS

Solicitation No.: RFQS 6100 CLMP195 City of Austin Street Impact Fee

Version No.: 1

Phase: 1

C Code & Description	Vend Code/Adr	Phone/Fax/Email	W/MB Code	G/E	LCTN
	RJR8317892 RJ RIVERA ASSOC INC 601 Nw Loop 410, Suite 410 San Antonio Tx 78216	210-785-0888 2103405664 melissa.barton@rjrivera.com	MDB	M/Hispanic	TX
	SWA8303727 SWAYZER ENGINEERING INC 3102 Maple Ave Ste 450 Dallas Tx 75201-1261	2148807929 2148809005 michele.swayzer@swayzer.com	MWDB	F/African American	TX
	V00000917428 TLC Engineering Inc. 8204 Westglen Drive Houston Tx 77063	713-868-6900 7138680001 tonycouncil@tlceng.com	MDB	M/African American	TX
				Total in SLBP:	228
				Total Outside SLBP:	53

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

A K Young Assoc  
Po Box 201265  
Austin Tx 78720-1265

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

Adisa Public Relations  
12401 Los Indios Trail 42  
Austin Tx 78729

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

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

Andrew A Rodriguez  
8137 Osborne Dr  
Austin Tx 78729-8074

Archillum Lighting Design Inc  
3701 Executive Ctr Dr Ste 215  
Austin Tx 78731-1651

Asakura Robinson Company L L C  
816 Congress Avenue, Suite 1270  
Austin Tx 78701

Asd Consultants Inc  
8120 N Ih 35  
Austin Tx 78753

Austin Architecture Plus Inc  
1907 N Lamar Blvd Ste 260  
Austin Tx 78705-4900

Aviation Alliance Inc  
Po Box 799  
Colleyville Tx 76034-0799

Axiom Engineers Inc  
13276 Research Blvd Ste 208  
Austin Tx 78750

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

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

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

Barnes Gromatzky Kosarek  
1508 W. 5th Street, Suite 200  
Austin Tx 78703-5137

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

Beverly S. Silas  
Po Box 493  
Austin Tx 78767-0493

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

Bobbie Garza-Hernandez  
Po Box 3911  
Austin Tx 78764-3911

Bowman Engineering & Consulting Inc  
902 Rio Grande  
Austin Tx 78701

Briones Consulting & Engineering Ltd  
8118 Broadway  
San Antonio Tx 78209

Business & Financial Management Solutions  
Llc  
Po Box 151708  
Austin Tx 78715-1708

Bhavani Singal  
5409 Woodrow Ave 0  
Austin Tx 78756

Buffalo Cloud Consulting Llc  
Po Box 144132  
Austin Tx 78714

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

Cas Consulting & Svcs Inc  
7908 Cameron Rd  
Austin Tx 78754

Catherine M O'Connor  
1200 Yaupon Valley Rd  
Austin Tx 78746-4331

Civic Collaboration Llc  
7605 Clydesdale Dr  
Austin Tx 78745

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

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

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

Conveyance/Providence (Joint Venture)  
112 Las Colinas Drive  
Georgetown Tx 78628

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

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

Crespo Consulting Services Inc  
4131 Spicewood Springs Rd #B2  
Austin Tx 78759-8658

Castleberry Engineering & Consulting, P.L.L.C.  
P.O. Box 40546  
Austin Tx 78704

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

Concept Development & Planning, Llc  
P.O. Box 5459  
Austin Tx 78763-5459

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

Corsair Consulting Llc  
9442 Capital Of Texas Hwy N 0  
Austin Tx 78759

Cortez Consulting Services  
6715 Windrift Way #26  
Austin Tx 78745

Cultural Strategies Inc.  
3300 Bee Cave Rd. 0  
Austin Tx 78746

D. F. Noble Consulting, Llc  
1185 Taylor Ranch Road  
Wimberley Tx 78676

Darlene Watkins  
4600 Mueller Blvd Unit 4020  
Austin Tx 78723

Datum Gojer Engineers L L C  
5929 Balcones Dr Ste 100  
Austin Tx 78731

Davcar Inc  
1010 Land Creek Cove Ste 200  
Austin Tx 78746-

Durand-Hollis Rupe Architects Inc  
14603 Huebner Rd 0  
San Antonio Tx 78230

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

Electric Power Engineers Inc  
13001 W Highway 71, Suite G100  
Austin Tx 78738

Elizabeth Salaiz Architect Inc  
2305 Rundell Pl  
Austin Tx 78704-3027

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

Eq Consultants Group  
12329 Double Tree Lane  
Austin Tx 78750

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

Fayez S Kazi  
1210 Rosewood Ave  
Austin Tx 78702

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

Fivengineering Llc  
3535 Briarpark, Suite 210  
Houston Tx 77042

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

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

Glenrose Engineering Inc  
Po Box 1948  
Austin Tx 78767-1948

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

Gmsa Management Svcs Inc  
11023 Pencewood Court 0  
Austin Tx 78750

Gonzalez - De La Garza & Associates  
115 E. Travis Street, Suite 800  
San Antonio Tx 78205

Gamble Osgood Collaborative, Llc  
4015 Avenue D  
Austin Tx 78751

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

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

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

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

Holt Engineering Inc  
2220 Barton Skyway  
Austin Tx 78704-5737

Hvj Associates Inc  
6120 S Dairy Ashford  
Houston Tx 770072

Hayden Consultants, Inc.  
5005 Greenville Ave Suite 100a  
Dallas Tx 75206

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

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

Ivy Le  
3220 Duval Rd #2003  
Austin Tx 78759

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

Jn3 Global Enterprises Llc  
6034 West Courtyard Drive 0  
Austin Tx 78730

Joan S Hyde  
3100 Harris Blvd  
Austin Tx 78703

Jones Mcmullen Engineering Inc  
1412 Payton Falls Dr  
Austin Tx 78754

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

Jq Infrastructure Llc  
100 Glass Street 0  
Dallas Tx 75201

Jayashree Narayana  
8516 Bridge Street  
North Richland Hills Tx 76180

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

K+Cda Associated Architects  
817 W 11th St  
Austin Tx 78701-2009

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

Karen A McGraw  
4315 Ave C  
Austin Tx 78751

Laura R Carroll  
111 W 8th St  
Austin Tx 78701

Law Office Of Wayman L Prince  
9111 Katy Fwy Ste 301  
Houston Tx 77024

Ldp Consultants, Inc.  
2115 Chantilly Ln  
Houston Tx 77018

Leap Structures, Pllc  
3001 S. Lamar Blvd 0  
Austin Tx 78704

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

Lisa O'Neill  
411 W Monroe St  
Austin Tx 78704

Loc Consultants Civil Division, Inc.  
1000 E Cesar Chavez Street Suite 100  
Austin Tx 78702

Lamb-Star Engineering, Lp  
5700 W. Plano Parkway 0  
Plano Tx 75093

Land Interactive, Llc  
608 West Monroe 0  
Austin Tx 78704

Lestella S Valley  
400 Wimberley Oaks Drive  
Wimberley Tx 78676

Longaro & Clarke / Civiltude Jv  
1701 Directors Blvd., Suite 400  
Austin Tx 78744

Maestas & Associates Inc  
11550 Ih 10 W Ste 350  
San Antonio Tx 78230

Martha Ferrero Juch P E Inc  
1706 Walsh Dr  
Round Rock Tx 78681-1434

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

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

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

Montemayor Hill Britton & Bender Pc  
2525 Wallingwood Dr 0  
Austin Tx 78746

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

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

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

Mckinney Engineering, Inc  
18101 Angel Valley Dr  
Leander Tx 78641

Mendez Engineering, Pllc  
2342 Mountain Fall  
San Antonio Tx 78258-4912

Nancy Ledbetter & Associates Inc  
20020 Farm Pond Ln  
Pflugerville Tx 78660

Negrete & Kolar Architects Llp  
11720 North Ih35  
Austin Tx 78753

Nicole Francois Consulting  
1008 Sundance Ridge  
Dripping Springs Tx 78620

Nellor Environmental Associates, Inc  
4024 Walnut Clay Dr  
Austin Tx 78731

Office For Local Architecture Llc  
4105 Ave G Apt B  
Austin Tx 78751

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

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

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

Pharis Design Inc  
2525 South Lamar #4  
Austin Tx 78704

Powerfin Texas Solar Projects Llc  
100 Congress Avenue 0  
Austin Tx 78701

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

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

Rjw Operations Inc  
8401 Shoal Creek Blvd  
Austin Tx 78757

Rmd Strategy Llc  
Po Box 200913  
Austin Tx 78720

Rodriguez Transportation Group  
Inc 0  
Austin Tx 78759

Rods Subsurface Utility Engineering, Inc.  
6810 Lee Road 0  
Spring Tx 77379

Regional Engineering Inc.  
818 Wagon Trail 0  
Austin Tx 78758

Rifeline, Llc  
1214 W. 5th Street 0  
Austin Tx 78703

Rios Engineering, Llc  
609 Irma Dr  
Austin Tx 78752

Rogers Moore Engineers, Llc  
221 West 6th Street 0  
Austin Tx 78701

Se3, Llc  
230 Sw Main St. 0  
Lees Summit Mo 64063

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

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

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

Structurespe L L P  
1018 W 11th St Ste 100  
Austin Tx 78703-4987

Studio 8 Architects Inc  
611 W 15th St  
Austin Tx 78701

Studio Balcones Llc  
702 San Antonio Street  
Austin Tx 78701

Sue Ellen Jackson  
8827 Silverarrow Circle  
Austin Tx 78759

Sunland Group Inc  
1033 La Posada Drive 0  
Austin Tx 78752

Susan H Welker  
4911 Rollingwood Dr  
Austin Tx 78746

Susan Roth Consulting Llc  
4111 Tablerock Dr  
Austin Tx 78731

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

Seiler/Lankes Group  
901 Round Rock Avenue 0  
Round Rock Tx 78681

Shaila M Abdullah  
8408 Dulac Drive  
Austin Tx 78729

Simineers Llc  
700 Lavaca St Ste 1401  
Austin Tx 78701

Smith Turrieta, Pllc  
Po Box 5902  
Austin Tx 78763

Spring Architects, Inc.  
2003 S. Lamar Blvd. 0  
Austin Tx 78704

The Ampersand Agency Inc  
1011 San Jacinto Blvd. 0  
Austin Tx 78701

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

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

Thompson-Hamilton Engineering Llc  
283 Catalina Lane  
Austin Tx 78737

Tlc Engineering Inc.  
8204 Westglen Drive  
Houston Tx 77063

Transtec Group Inc  
6111 Balcones Dr  
Austin Tx 78731-

Tricia Altamirano  
Consulting Engineer Inc 0  
Austin Tx 78746-6438

Ten Eyck Landscape Architects, Inc.  
1214 West Sixth Street 0  
Austin Tx 78703

Texas Engineering Solutions, Llc  
5000 Bee Caves Rd 0  
Austin Tx 78746

The Entermedia Group, Llc  
900 Rr 620 South, C101-153  
Austin Tx 78734

Unintech Consulting Engineers Inc  
3737 Executive Center Dr Ste 101  
Austin Tx 78731

Urban Design Group Pc  
3660 Stoneridge Rd Ste E101  
Austin Tx 78746

Ute Consultants Inc  
2007 S 1st Street  
Austin Tx 78704

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

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

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

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

Verdunity, Inc.  
17000 Preston Road 0  
Dallas Tx 75248

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

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

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

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



**FORM 1**  
**Prime Firm General Information**

Solicitation Number: CLMP195

Project Name: Engineering Services for City of Austin Street Impact Fee

---

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

Firm 1 <b>Legal</b> 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	

<b>Insurance Information</b>		
Worker's Compensation and Employers' Liability Insurance		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "yes", please state limits.
Commercial General Liability Insurance		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "yes", please state limits.
Business Automobile Liability Insurance		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "yes", please state limits.
Professional Liability Insurance		
<input type="checkbox"/> Yes	<input type="checkbox"/> No	If "yes", please state limits.

**SUBCONSULTANT INFORMATION**

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

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

The undersigned acknowledges receipt of the following addenda:			
Addendum No.	Date	Received By	
			Add another addendum

**OTHER CONSIDERATIONS**

Describe the quantity and nature of any work, interest in work, partnership interest, land ownership or other interest in any project, property or business dealing within the proposed project area or past or current business relationship which may give rise to a potential conflict of interest for your firm or associated firms in the execution of this project.

--



**FORM 2**  
**AFFIDAVIT OF AUTHENTICATION**

Solicitation Number: CLMP195

Project Name: Engineering Services for City of Austin Street Impact Fee

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

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm/Entity: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**END**



## FORM 3A - PRIME FIRM'S EEO PROGRAM

Solicitation Number: CLMP195

Project Name: Engineering Services for City of Austin Street Impact Fee

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

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

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

**C. Sanctions:**

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

---

**D. Term:**

The Contractor agrees that this Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of 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 : CLMP195

Project Name : Engineering Services for City of Austin Street Impact Fees

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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: CLMP195

Project Name: Engineering Services for City of Austin Street Impact Fee

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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

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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:

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**Include the entire Affidavit, Pages 1 – 3.**

**END**



# FORM 5 AFFIDAVIT OF AVAILABILITY

Solicitation Number: CLMP195

Project Name : Engineering Services for City of Austin Street Impact Fee

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

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

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

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

Signature:

Date:

Printed Name:

Title:

Firm/Entity Name:

Subscribed and sworn to before me  
this

day of

,20

Notary Public

My Commission Expires

**END**



**FORM 6  
AFFIDAVIT OF CONTRACT EXECUTION**

Solicitation Number: CLMP195

Project Name: Engineering Services for City of Austin Street Impact Fee

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 September 2016.

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm/Entity: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**END**



**FORM 7  
EXPERIENCE OF PROJECT MANAGER**

Solicitation Number: CLMP195

Project Name: Engineering Services for City of Austin Street Impact Fee

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: CLMP195

Project Name: Engineering Services for City of Austin Street Impact Fee

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

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

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

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



**FORM 9**  
**EXPERIENCE OF PROJECT PRINCIPAL**

Solicitation Number: CLMP195

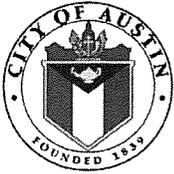
Project Name: Engineering Services for City of Austin Street Impact Fee

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Firm Name:	
Project Principal	
Current Years of Experience	

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

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



**FORM 10**  
**PRIME FIRM'S COMPARABLE PROJECT EXPERIENCE**

Solicitation Number: CLMP195

Project Name: Engineering Services for City of Austin Street Impact Fee

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: CLMP195

Project Name: Engineering Services for City of Austin Street Impact Fee

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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:	
<b>Add Another Project</b>	

General Conditions Table of Contents

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## SECTION 1 - CONSULTANT'S RESPONSIBILITIES

### 1.0 General

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

### 1.1 Performance of Services

The CONSULTANT will perform services under this AGREEMENT with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent, considering the ordinary professional skill and care of a competent engineer, architect, or other consultant.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 Laboratory Services**

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

### 1.3. Quality Control Plan (QCP)

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

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

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

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

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

### 1.4 Basic Services

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

## SECTION 2 - OWNER'S RESPONSIBILITIES

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

**2.1 The OWNER will:**

2.1.1 Provide its requirements for the PROJECT.

2.1.2 Designate the OWNER's Project Manager.

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

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

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

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

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

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

**SECTION 3 - FIXED CONSTRUCTION BUDGET**

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

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

**3.3 Responsibility for Fixed Construction Budget**

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

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

- (1) give written approval of an increase in the Fixed Construction Budget;
- (2) authorize rebidding of the PROJECT within a reasonable time;
- (3) abandon the PROJECT; or

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

- (4) cooperate in revising the PROJECT scope and quality as required to reduce the construction cost.

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

**3.3.3 Bid Alternates**

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

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

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

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

**SECTION 4 - RESOURCE ALLOCATION PLAN (RAP)**

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

**4.2 Supplemental Amendments**

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

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

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

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

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

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

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

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

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

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

**SECTION 5 - COMPENSATION**

**5.1 Basis of Compensation**

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

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

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

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

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

5.1.3 *Compensation for Additional Services*

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

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

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

5.1.4 *Compensation for Reimbursable Expenses*

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

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

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

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

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

5.1.6 *Period of Service*

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

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

**5.2 Reimbursable Expenses**

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

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

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

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

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

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

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

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

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

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

### **5.3 Payments to the Consultant**

5.3.1 *Payments for Basic Services*

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

5.3.2 *Payments for Additional Services*

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

5.3.3 *Payments Withheld*

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

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

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

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

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

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

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

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

5.3.4 *Prompt Payments*

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

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

5.3.5 *Payment for Project Suspension or Termination*

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

**SECTION 6 - INSURANCE REQUIREMENTS**

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

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

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

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

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

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

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

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

**6.2 General Requirements**

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

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

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

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

6.2.5 The "other" insurance clause will not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the OWNER and the CONSULTANT, be considered primary coverage as applicable. In addition, any limitation in paragraph 11.6 below, notwithstanding, when the CONSULTANT names the City as an additional insured party under its general liability policy, the CONSULTANT require that the policy provides any defense provided by the policy.

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

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

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

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

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

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

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

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

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

**SECTION 7 - TERMINATION OF AGREEMENT**

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

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

**7.3 Notice to Cure.**

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

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

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

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

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

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

7.5.3 If CONSULTANT makes fraudulent statements;

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

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

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

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

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

**SECTION 8 - OWNER REMEDIES**

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

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

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

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

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

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

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

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

#### **8.4 Decisions to Withhold Payment**

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

### **SECTION 9 - CONSULTANT REMEDIES**

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

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

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

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

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

## **SECTION 10 - DISPUTE RESOLUTION**

### **10.1 Filing of Claims**

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

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

### **10.2 Alternative Dispute Resolution**

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

#### *10.2.2 Negotiating with Previously Uninvolved Personnel*

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

### **10.3 Mediation**

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

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

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

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

**10.4 Resolution of Disputes between CONSULTANT and Subconsultant:**

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

**SECTION 11 - MISCELLANEOUS PROVISIONS**

**11.1 Owner's Right to Audit**

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

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

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

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

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

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

## **11.2 Ownership and Use of Documents**

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

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

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

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

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

### 11.3 Venue

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

### 11.4 Definitions

11.4.1 Terms in this AGREEMENT will have the same meaning as those in the standard purchasing and construction documents for the City of Austin, Texas. The applicable definitions may be viewed at <http://www.ci.austin.tx.us/purchase/downloads/ffb0100.pdf> and <http://www.ci.austin.tx.us/aeservices/toc.htm> respectively.

### 11.5 Severability

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

### 11.6 Indemnification

11.6.1 Indemnification. To the extent allowed by Section 271.904 of the Texas Local Government Code, the Consultant shall indemnify, protect, and save harmless the City and its officials, agents, and employees from and against all claims, demands, suits, causes of action, loss, damage, attorney's fees, costs, expenses, and liability of every kind and nature whatsoever, for personal injury or death or property damage to the extent that such injury, death or damage is caused by, results from, or arises in whole or in part from any negligent act, error or omission of the Consultant or any of its subconsultants or any other party for whom Consultant is responsible in connection with the performance of its services or failure to perform its services in conformance with the terms and conditions of this Agreement; provided, however, Consultant shall not be responsible for the negligence of any other parties.

**THIS INDEMNITY SHALL BE BROADLY CONSTRUED TO APPLY TO ALL LIABILITY ATTRIBUTED TO THE CONCURRENT AND SOLE NEGLIGENCE OF CONSULTANT, INCLUDING GROSS NEGLIGENCE, WILFULL MISCONDUCT, AND STRICT LIABILITY, AND SHALL SURVIVE TERMINATION OF THIS AGREEMENT.**

### 11.7 Notices

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

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

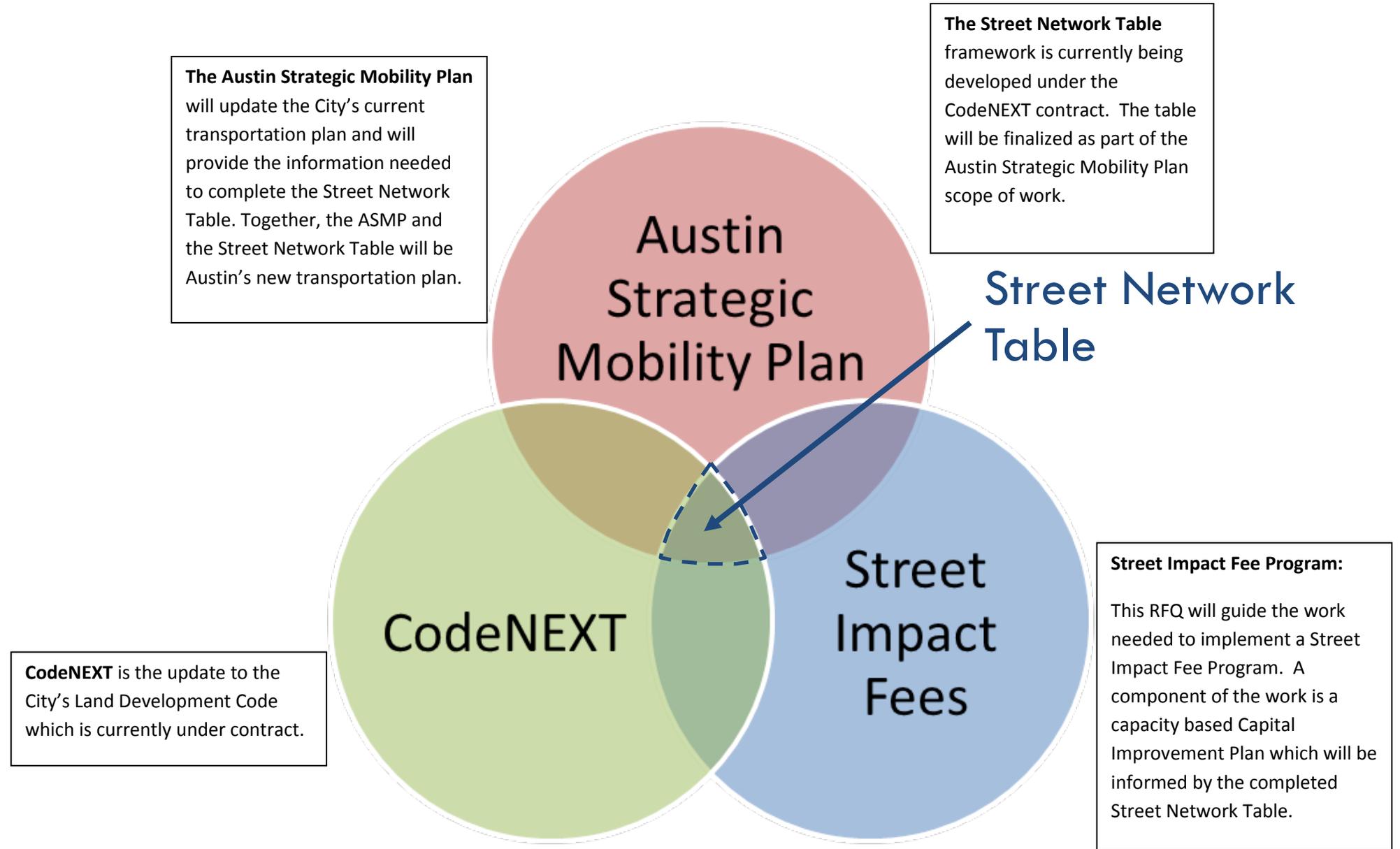
**11.8 Successors and Assigns**

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

**11.9 Extent of Agreement**

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

**END**



Attachment 1 –Integration Diagram