

PROFESSIONAL SERVICES AGREEMENT BETWEEN
AUSTIN, TEXAS
AND
Casabella Architects
For
Emma S. Barrientos Mexican American Cultural Center Master Plan

This Agreement is made by and between Austin, Texas (Owner) and Casabella Architects (Consultant) with its principal place of business at 3821 Juniper Trace #104, Austin, TX 78738.

The OWNER is represented herein for all purposes of this AGREEMENT by the Capital Contracting Officer, or such other representative as may be authorized by the City Manager of the City of Austin.

The Agreement includes, without limitation, the (1) General Terms and Conditions, (2) the Supplemental Terms and Conditions, (3) the Consultant's proposal(s) and (4) any amendment thereto.

The Owner and the Consultant agree to the terms and conditions of the Agreement specified in the General Terms and Conditions and the Supplemental Terms and Conditions, attached hereto.

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

City of Austin, Owner

Casabella Architects

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Approved As To Form:

Attest:

By: _____
Assistant City Attorney

By: _____
Secretary, if a Corporation

Exhibits and Attachments

General Terms and Conditions

Supplemental Terms and Conditions

Exhibit A – Non-Discrimination and Non-Retaliation Certification and Appendix A – Title VI Assurances

Exhibit B – 00830 Wage Rates and Payroll Reporting

Exhibit C – 00830HH

Exhibit D – 00830BC

Exhibit E – Compliance Plan

Attachment 1 – Key Personnel

Attachment 2 – Request for Changes to Key Personnel

Attachment 3 – Scope of Services

Attachment 4 – Quality Control Plan (QCP)

Attachment 5 – Resource Allocation Plan (RAP)

Attachment 6 – Maximum Not to Exceed by Phase

General Conditions
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I. CONSULTANT'S RESPONSIBILITIES

A. General

The Consultant will perform the basic services in relation to the design of the project described in Attachment 3 - Fee Proposal. 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 V. Consultant shall report to Owner's designated Project Manager.

B. 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.

The City is agreeing to contract with the Consultant on the basis of its qualifications and proposal, including its proposed Key Personnel, who are the employees of the Consultant responsible for performing major aspects of the services to be provided under this Agreement, and its designated Subconsultants, the other professional service providers, who will provide specialized services under this Agreement.

1. The Consultant's Key Personnel, including its Project Manager, 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.

2. The Consultant's and Subconsultant's Key Personnel are identified in Attachment 1, which may be subsequently modified in an approved Request for Changes in Key Personnel. Changes to Key Personnel require that the individual being added must be comparably as qualified as the individual being replaced. Request for Changes to Key Personnel must be in writing using Attachment 2, Request for Changes in Key Personnel. Approved Requests for Changes to Key Personnel are made a part of this Agreement by reference.

3. The Consultant's Subconsultant(s) are listed in the Minority-Owned Business Enterprise (DBE)/Woman-Owned Business Enterprise (WBE) Compliance Plan, which Consultant submitted with its Statement of Qualifications and was approved by the Owner (Exhibit E). The Compliance Plan may be subsequently modified in approved Request for Changes, in accordance with Subsection I.B.8, and are made a part of this Agreement by reference.

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4. 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 VII.E. of this Agreement.

5. The Key Personnel identified in Attachment 1 must be employed by the Consultant or respective Subconsultant.

6. The Consultant is registered to do business with the Owner and is responsible for ensuring that all Subconsultants are registered as vendors with the Owner. All Subconsultants have been registered with the Owner prior to execution of this Agreement.

7. The Consultant agrees not to modify any Subconsultant's design after Subconsultant's seal has been affixed, except with the written consent of the Subconsultant. The Consultant is fully responsible for the Subconsultants' performance and obligations under this Agreement.

8. 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.

9. 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 Subsection I.B.8. The Owner may report any breaches of professional codes of ethics to the appropriate licensing board.

10. The Consultant will attend and draft complete minutes of each Project design and construction meeting between Consultant, Owner and Construction Contractor and/or Consultant and other agencies, and submit them to Owner for approval within seven (7) calendar days after each Project conference.

11. 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

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complete the Project in accordance with the Project Resource Allocation Plan (RAP) described in Subsection IV.B, 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.

12. The Consultant agrees to attend and make presentations, as specified in Attachment 3 - Scope of Services, 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 Subsection I.F and paid for in accordance with Subsection V.A.3.

13. The Scope of Services generally consists of all elements of work, material and equipment required for the professional development of the Project satisfactory to the Owner and in compliance with all applicable laws, rules, regulations, and ordinances and in accordance with the requirements, policies, and general practices of the Owner.

14. 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.

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

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

17. 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. The Consultant has executed the Non-Discrimination and Non-Retaliation Certification and the Appendix A - Title VI Assurances, which are attached hereto as Exhibit B.

18. Confidentiality: In order to provide the Deliverables to the Owner, Consultant may require access to certain of the Owner's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the Owner or its licensors consider confidential) (collectively, "Confidential Information"). Consultant acknowledges and agrees that the Confidential Information is the valuable property of the Owner and/or its licensor's and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the Owner and/or its licensors. The Consultant (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the Owner or in a manner not expressly permitted under this Contract, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Consultant promptly notifies the Owner before disclosing such information so as to permit the Owner reasonable time to seek an appropriate protective order. The Consultant agrees to use protective measures no less stringent than the Consultant uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.

C. Laboratory Services

If laboratory services are provided for the Project by the Consultant or its Subconsultant(s) through this Agreement, those 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.

D. Quality Control Plan (QCP)

1. The Consultant agrees to perform quality assurance-quality control/constructability reviews in accordance with the Consultant's Quality Control Plan (QCP) to be developed in the format described in Attachment 4 and at http://www.austintexas.gov/sites/default/files/files/Attachment_4_QCP.pdf. The approved QCP will be incorporated by reference and will include any subsequent revisions approved by Owner. 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

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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.

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.

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.

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 III. 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.

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.

E. Basic Services

The Consultant will perform the basic Scope of Services described in Subsections I.E.1 et seq of the Supplemental Terms and Conditions of this Agreement. This Scope of Services shall be performed only as authorized by the Owner.

F. Additional Services

1. Unless otherwise stated in this Agreement, the Services listed in Subsections (a) through (e) below are Additional Services. Additional Services authorized in writing by the Owner will be paid for by the Owner as provided in this Agreement, in addition to the compensation for Basic Services. Additional Services authorized by the Owner in writing will be incorporated in the RAP, and all applicable articles of the Agreement will apply to the Additional Services. If Consultant identifies a need for Additional Services, the Consultant will submit a proposal for those services to the Owner within fourteen (14) calendar days of identifying the need.

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

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

c. Providing design services of subconsultants not included in original scope of the Project.

d. Providing any other services not otherwise included in this Agreement.

e. Legal proceedings, unless the Consultant is a party to the proceedings.

2. For all Additional Services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the RAP.

3. The following are **not** Additional Services:

a. Any revisions required for failure to adhere to the Fixed Construction Budget.

b. Minor requests for information by the Owner that clearly do not require extensive work by the Consultant.

c. Revising Drawings, Specifications or other documents when such revisions are inconsistent with, or contradict, prior approvals or instructions given to the Consultant by the Owner.

II. OWNER'S RESPONSIBILITIES

A. The Owner will:

1. Provide its requirements for the Project.

2. Designate the Owner's Project Manager.

3. Provide a "Fixed Construction Budget for the Project" as defined in Subsection III.A. prior to negotiation of this Agreement.

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4. Assist Consultant by providing access to 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.

5. Assist Consultant in gaining entry to public property and private property, only when reasonably necessary, as may be required by the Consultant in the performance of their services under this Agreement.

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.

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.

8. Direct Consultant, through a Supplemental Amendment to this Agreement, to provide any necessary Additional Services beyond those authorized in the approved Scope of Services and Project RAP or as stipulated in the Supplemental Terms and Conditions of this Agreement.

III. FIXED CONSTRUCTION BUDGET

A. 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.

B. 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.

C. Responsibility for Fixed Construction Budget

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.

2. If the Fixed Construction Budget is exceeded by the lowest responsible bid, the Owner shall either:

a. give written approval of an increase in the Fixed Construction Budget;

- b. authorize rebidding of the Project within a reasonable time;
- c. abandon the Project; or,
- d. cooperate in revising the Project scope and quality as required to reduce the construction cost.

In the case of 2.b and/or 2.d, above, 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. Bid Alternates

a. 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, Subsection III.C.2 of this Agreement governs. The Owner's acceptance of the base bid or bid alternates will not change the Consultant's fee amount.

b. 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:

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

(ii) 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 V.A.3 of this Agreement.

IV. SCOPE OF SERVICES AND RESOURCE ALLOCATION PLAN (RAP)

A. The Owner will issue a request for proposal to the Consultant for the phase(s) of services to be negotiated. The request for proposals will include a description of the requested Scope of Services, a schedule for the submittal of the proposal, and a proposed schedule for the performance of the services. The Consultant will submit its proposal to the Owner on a timely basis for its review and approval. Approved proposals will be included in Attachment 3, Scope of Services, and become a part of this Agreement.

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B. The Consultant agrees to complete the phases of services in accordance with the applicable standard of professional care, the approved proposal(s), the Project's Resource Allocation Plan ("RAP"), which is attached as Attachment 5 to this Agreement and Maximum Not to Exceed by Phase, which is attached as Attachment 6. The RAP describes the major tasks to be performed and work products to be delivered by the Consultant, the estimated time to complete the tasks and work products, the amount of compensation allocated for the respective tasks and work products and an estimated allowance for reimbursable expenses. A specific time period will be set for the completion of each phase in the accepted proposal for the applicable services.

C. Reimbursable Expenses

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:

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

a. 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/category/26429> Amounts in excess of the Travel Policy or GSA Rates will not be paid. All invoices must be accompanied by copies of itemized receipts (e.g. hotel bills, airline tickets).

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

c. 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.

2. Fees paid for securing approval of authorities having jurisdiction over the Project.

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.

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4. Expense of renderings, models and mock-ups requested by the Owner.
5. Expense of reproducing record drawings for the Owner on sepia, mylars or plastic film.
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.

D. As the basis for establishing the Consultant's compensation under the approved Scope of Services and RAP, the Consultant will use the Owner's standard job titles and the Consultant's then current Owner approved loaded hourly rates for each job title. The Consultant's loaded hourly rate sheet will be attached to each approved fee proposal.

1. Loaded Hourly Rates: Loaded hourly rates for Consultants and Subconsultants will be approved by the Owner on an annual basis. Future rate revisions will only apply to new proposals or assignments and will not impact previously negotiated fee proposals.

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.

E. Period of Service

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.

2. Consultant's failure to meet the approved Project RAP may result in the assessment of remedies as described in Section VIII of this Agreement.

F. Supplemental Amendments

1. Before additional work may be performed or additional costs incurred beyond what is specified in the approved Scope of Services and 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 additional work must be performed within the time period established in the Project RAP.

a. More Time Needed. If the Consultant determines or reasonably anticipates that the Project cannot be completed before the specified completion date, the

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Consultant shall submit a RAP revision request to the Owner for approval. The Owner may, at its sole discretion, extend the authorized Project period.

b. 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 using the Consultant's then current approved loaded hourly rate sheet.

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.

G. 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 Scope of Services and Project RAP described in this Section IV and subsequent approved amendments in accordance with Subsection IV.F, the Consultant agrees to compensate the Owner for the cost of such damages in accordance with Section VIII, 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.

H. 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.

I. If the Consultant fails to meet the approved Project RAP schedule, including subsequently approved amendments, Owner may elect to invoke remedies outlined in Section VIII of this Agreement.

J. 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.

V. COMPENSATION

A. Basis of Compensation

1. General. The Owner will compensate the Consultant for the Scope of Services described in the approved Project RAP, as it may be subsequently amended, in

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accordance with Subsection V.B, Payments to the Consultant, and the other Terms and Conditions of this Agreement, as follows:

a. No advance payment will be paid to the Consultant prior to rendering services.

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

c. Basic Services for Subconsultants may be billed a Consultant a multiple of up to one and five hundredth (1.05) times the amount billed to the Consultant for such services.

2. Total Compensation. The total amount of compensation to be paid the Consultant will not exceed the amount stated in Subsection V.A.1.b(i) of the Supplemental Terms and Conditions of this Agreement without amendment to this Agreement.

3. Compensation for Additional Services

a. For Project representation beyond Basic Services as described in Subsection I.F. of this Agreement, compensation will be made for Additional Services in accordance with the basis for compensation established in the Project RAP.

b. Compensation for Additional Services will be determined either on a Standard Hourly Rate with a Not-to-Exceed-Maximum-Amount (Standard Hourly Rate) fee basis or as a Stipulated Sum fee basis, as shown in Subsection V.A.2 et seq of the Supplemental Terms and Agreements of this Agreement.

c. 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.

4. 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. Compensation for Reimbursable Expenses

a. Reimbursable Expenses, as described in Subsection IV.C, may be billed at 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.

b. 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

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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.

c. An allowance for Reimbursable Expenses described in Subsection IV.C will be determined and included in the approved RAP. The Consultant shall not exceed the allowance amount without prior written approval by Owner.

6. Owner and the Consultant agree in accordance with the Terms and Conditions of this Agreement that:

a. If Owner determines the scope of the Project or Consultant's Services are changed materially, compensation will be equitably adjusted through negotiation.

b. 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.

B. Payments to the Consultant

1. Payments for Basic Services

Payments for Basic Services, including Reimbursable Expenses, will be made monthly in accordance with the approved Project RAP on the basis set forth in Subsection V.A. Consultant shall submit the application for payment using the forms supplied by Owner.

2. Payments for Additional Services

Payments for the Consultant's Additional Services as defined in Subsection I.F 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.

3. Payments Withheld

The Owner may withhold, amend, or nullify any request for payment by the Consultant under those conditions described below.

a. Failure of the Consultant to follow the approved schedule and meet all phase and milestone requirements specified in the Project RAP.

b. 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 ten (10) calendar days of Consultant's receipt of payment from Owner.

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

d. Failure of the Consultant to submit timely and complete records of Project conference proceedings as specified in Subsection I.B.10.

e. Failure of the Consultant to submit timely and complete weekly reports of its job site observations containing detailed information as specified in Subsection I.E.4.e of the Supplemental Terms and Conditions of this Agreement.

f. 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.

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

4. Prompt Payments

a. 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.

b. 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. Payment for Project Suspension or Termination

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 VII.F.

C. Payment Applications

1. Payment applications must be submitted on a monthly basis.

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

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

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

a. That the critical figures included on the payment application have been accurately calculated.

b. That the labor rates, reimbursables, fixed fee, subconsultant's rates, overhead and fringe benefits listed on the payment application are consistent with the terms of the Agreement or the most recent Supplemental Amendment.

c. That the charges included on the payment application reflect activity for which the Consultant has actually performed work.

d. That the charges included on the payment application are for work included in the Agreement or an amendment, and the charges are tied directly to tasks outlined in the Agreement.

e. That the Consultant's principals are billing at staff rates when acting in that capacity.

f. That for subconsultant activity, the subconsultant is recognized as an approved subconsultant in the approved MBE/WBE compliance plan for the Agreement or amendment.

g. That for subconsultant activity, the subconsultant approved for a specific discipline is being used/ paid when the work in that discipline is performed.

h. That for subconsultant or subcontractor activity on federally funded projects is being reimbursed at invoice cost.

i. That any reimbursable expenses claimed are permitted by the terms of the Agreement.

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j. That for any allowed reimbursable expense, supporting documentation is attached to the invoice.

k. That the Consultant is billing the City for all work performed by both the Consultant and subconsultants within 45 calendar days of when the work was performed.

5. The Owner shall review the first payment application in detail with the Consultant to explain Owner's payment requirements and to ensure payment application is accurate and complete.

6. Any costs in excess of approved maximum not-to-exceed contract amount(s) incurred prior to Owner's written consent will be at Consultant's risk and Owner will not pay such costs unless such costs were incurred at the Owner's direction. The Owner is not required to increase the approved maximum not-to-exceed contract amount(s) established under this Agreement.

VI. INSURANCE REQUIREMENTS

A. The Consultant shall carry insurance in the types and amounts indicated below for the duration of the Agreement:

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.

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.

PROFESSIONAL SERVICES AGREEMENT
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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.

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 CA 0444, or equivalent.

b. 30 day Notice of Cancellation endorsement CA 0244, or equivalent.

c. Additional Insured endorsement CA 2048, or equivalent.

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 Subsection VI.A.4.a of the Supplemental Terms and Conditions of this Agreement.

B. General Insurance Requirements

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 Subsections VI.A.1 through VI.A.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

PROFESSIONAL SERVICES AGREEMENT
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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.

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.

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.

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 Subsection XI.F below, notwithstanding, when the Consultant names the City as an additional insured party under its general liability policy, the Consultant will require that the policy provides any defense provided by the policy. In addition, any limitation in Subsection VI.B.6 below, notwithstanding, when the Consultant names the City as an additional insured party under its general liability policy, the Consultant will require that the policy provides any defense provided by the policy.

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

7. 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.

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.

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.

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.

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.

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

13. The insurance coverages required under this Agreement are required minimums and are not intended to limit the responsibility or liability of the Consultant.

C. 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.

VII. TERMINATION OF AGREEMENT

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

B. 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.

C. 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.

D. This Agreement may be terminated by the Owner upon at least seven (7) calendar day's written notice to the Consultant in the event that the Project is abandoned or indefinitely postponed.

E. This Agreement may be terminated by the Owner for cause upon seven (7) calendar day's 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 VII.F and Consultant's sole remedy for such termination will be limited to the recovery of payments permitted under Subsection VII.F. The Owner may terminate for cause due to the occurrence of any one of the following:

1. If Consultant persistently fails to perform the work in accordance with the Agreement, in particular the approved Project RAP;
2. If Consultant disregards laws or regulations of any public body having jurisdiction;
3. If Consultant makes fraudulent statements;
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;
5. Consultant's failure under this Section includes failure of Subconsultants to meet contractual obligations; or
6. If Consultant otherwise violates in any substantial way any provisions of the Agreement.

F. 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 VII.G, and the Owner retains the right to continue the Project consistent with Subsection XI.B.4.

G. 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.

VIII. OWNER'S REMEDIES

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A. The Owner and Consultant agree that in the event of a delay in completion or other cause 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:

1. Failure of the Consultant to make adequate progress in accordance with Subsection VII.E.4 above.

2. Failure of the Consultant to design in compliance with the laws of City, State and federal governments as specified in Subsection I.E.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.

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.

B. Pursuant to Subsection VI.A.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 X.B of this

Agreement, within fourteen (14) calendar days of Owner's rejection of the Consultant's formal response.

C. 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.

D. If the Consultant materially fails to furnish services in compliance with the approved Project RAP schedule or any subsequently approved amendments to the schedule or the Consultant's services, or deliverables are unusable for their intended purpose and these failures are a material breach of this Agreement, then Owner, in its reasonable discretion may contract with another consultant to complete the services or work product, and Consultant shall pay the Owner for the difference between the balance under Consultant's Agreement with Owner had Consultant completed its services and the amount charged by the replacing consultant to complete Consultant's scope of work. Owner will provide Consultant with the itemized costs as they are being incurred. Prior to contracting with another consultant, the Owner shall provide Consultant with a Notice to Cure, as described in Subsection VII.C.

E. Decisions to Withhold Payment

Owner may withhold or nullify the whole or part of any payment to such extent as may be necessary because of conditions outlined in Subsection V.B.3 "Payments Withheld".

IX. CONSULTANT'S REMEDIES

A. 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.

B. Consultant's requests for remedies arising from the terms of this Agreement for conditions other than those specified in Subsection IX.A must be done in accordance with the following:

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.

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

- a. submit additional supporting data requested by the Owner;
- b. modify the initial request for remedy; or
- c. request Alternative Dispute Resolution.

X. DISPUTE RESOLUTION

A. Filing of Claims

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.

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.

B. Alternative Dispute Resolution

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.

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.

C. Mediation

1. If the procedure described in X.B.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.

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:

- a. conducting an on-site investigation, if appropriate, by the mediator for fact gathering purposes;
- b. a meeting of all parties for the exchange of points of view; and
- c. 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.

D. Resolution of Disputes between Consultant and Subconsultant:

The Consultant agrees to follow the procedures paralleling those outlined in Subsections X.A, X.B, and X.C 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 Subsection V.B.3.b until receiving notification that the claim has been resolved.

XI. MISCELLANEOUS PROVISIONS

A. Owner's Right to Audit

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:

- a. accounting records;
- b. written policies and procedures;
- c. subcontract files;
- d. correspondence;
- e. supplemental amendments to this Agreement (as appropriate);
- f. agreements between Consultant and any Subconsultant;
- g. records necessary to evaluate contract compliance and any claim submitted by Consultant or any of its Subconsultants;
- h. any other Consultant record that may substantiate any charge related to this Agreement; and,
- i. technical work products in accordance with the approved Project RAP.

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.

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.

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.

5. Consultant shall insert these requirements in each written Agreement between Consultant and any Subconsultant and require each Subconsultant to comply with these provisions.

B. Ownership and Use of Documents

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 Subsection I.E.2 of the Supplemental Terms and Conditions of this Agreement. The cost of such copies will be paid as specified in Section V of this Agreement. The Consultant may not provide copies of or otherwise use the work products covered by this Subsection XI.B without the express prior written approval of the Owner.

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 XI.B. The Consultant shall include in its Subconsultant contracts appropriate provisions to achieve the purpose of this Subsection XI.B.

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.

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 Subsections I.E.2 or I.E.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.

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.

C. Venue

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.

D. Definitions

The terms in this Agreement will have the same meaning as those in the standard purchasing and construction documents for the City of Austin, Texas. The applicable definitions may be viewed at <http://www.ci.austin.tx.us/purchase/downloads/ifb0100.pdf> and http://www.austintexas.gov/sites/default/files/files/00100_01-15-16_.pdf, respectively.

E. Severability

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 affect 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.

F. 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.

G. Notices

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 Subsection XI.G.1 of the Supplemental Terms and Conditions of this Agreement.

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.

H. Successors and Assigns

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.

I. Extent of Agreement

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

**STANDALONE PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT**

SECTION 1 - CONSULTANT'S RESPONSIBILITIES

Insert the following 1.B.20. et seq:

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

20. If directed by Owner, Consultant shall update Owner provided record documents.

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

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

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

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

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

**STANDALONE PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT**

26. The Consultant shall provide a written status report of implementation of the Council Resolution.

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

28. For construction activities performed by the Consultant or Subconsultants, workers shall be paid not less than the prevailing wage rates, in accordance with Exhibits C (Section 00830), D (Section 00830HH) and E (Section 00830BC)

29. Non-Infringement: The Consultant represents and warrants to the Owner that: (1) the Consultant shall provide the Owner good and indefeasible title to the Deliverables and (2) the Deliverables supplied by the Consultant in accordance with the specifications in the Contract will not infringe, directly or contributory, and patent, trademark, copyright, trade secret or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Consultant does not know of any valid basis for such claims. The Consultant shall, at its sole expense, defend, indemnify, and hold the Owner harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (1) any claim that the Owner's exercise anywhere in the world of the rights associated with the Owner's ownership, and if applicable, license rights, and its use of Deliverables infringes the intellectual property rights of any third party; or (2) the Consultant's breach of any of Consultant's representations or warranties stated in this Contract. In the event of any such claim, the Owner shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the Owners behalf. Further, Consultant agrees that the Owner's specifications regarding the Deliverables shall in no way diminish Consultant's warranties or obligations under this paragraph and the Owner makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Consultant.

30. Security: The Consultant shall adhere to Owner security and badging requirements, including the clearance of criminal background checks, for Project Manager, Project Professional, and all Project staffing and subconsultants working on the Project. The Consultant shall designate two (2) Signatory Authorities to maintain badging requirements throughout the duration of contract.

Insert the following Paragraphs 1.E.1 et seq:

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1. Phase A: Preliminary Phase Services

If authorized by Owner, the Consultant shall perform the Phase A: Preliminary Phase Services as described below and in Attachment 5 (RAP) and 6 (Maximum NTE Contract Amounts by Phase):

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

b. The Consultant shall provide a preliminary evaluation of the Owner's operating program and the Project preliminary construction cost estimate (Class 5 as described in the AACE® International Recommended Practice No. 56R-08) each in terms of the other, and shall review with the Owner alternative approaches to design and construction of the Project.

c. Attend and, if requested by Owner, conduct preliminary conferences and public meetings with Owner and other interested or involved entities regarding the alternatives for the Project. Report progress of this phase to the Owner relative to approved Project Resource Allocation Plan (RAP) at **monthly** intervals as prescribed by the Owner.

d. Obtain and review existing plans, maps, records, traffic (vehicular and pedestrian), water and wastewater studies, planning studies, zoning, land use, other utility, population, and other available information relevant to the development of the Project. Consultant shall perform a Preliminary Cultural Resources Assessment for the Project. This assessment will provide for records reviews and site reconnaissance visits, consistent with City Code, State Statute, and guidance issued by the Council of Texas Archeologists. With approval from the Owner, perform or contract with other licensed professionals to perform geotechnical investigations and engineering, or any tests, investigations or studies that are required for the proper execution of Phase A of the Project.

e. Prepare, conduct and document studies, analyses and reports of the Project alternatives in sufficient detail to clearly indicate the problems involved and

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reasonable solutions available to the Owner. Such studies, analyses and reports may include, but are not limited to: preliminary layouts, maps, exhibits, sketches, construction materials and methods evaluations, schedules, utility coordination plans, design criteria, environmental reviews, compatibility with existing and proposed systems and/or processes, and other investigations pertinent to the evaluation of the Project alternatives.

f. Collect all pertinent information concerning proposed public or private projects and/or proposed improvements in the Project area. Coordinate with Owner and other entities as necessary to comply with the Project RAP and minimize Project impacts and to communicate Project details to minimize impact to other projects in the area.

g. Prepare preliminary Project construction schedule and Class 3 estimate (as described in the AACE® International Recommended Practice No. 56R-08) of the probable Project construction, life cycle and maintenance costs for all alternative solutions. The Consultant's opinion of construction costs shall be based on materials and labor process prevailing at the time of the preparation of the preliminary report without consideration of inflationary increases in costs and will be indexed to the *Engineering News Record* (ENR) Construction Cost Index prevailing at the time of the preparation of the preliminary report. The Consultant shall apply reasonable consideration and knowledge to the preliminary cost estimate development.

h. Conduct preliminary field surveys, and determine site constraints and permitting requirements.

i. Prepare an environmental report for the recommended Project alternative(s) that addresses appropriate environmental issues, which may include, but are not limited to, impacts to air, noise, and water quality, historical features, vegetation, environmental and geological features, and endangered species.

j. Prepare a geotechnical report and other technical reports for the recommended Project alternatives that may include, but are not limited to: subsurface utility engineering (SUE) findings, delineation of geologically sensitive areas, hydrologic issues, soils formation, and information necessary to identify contractor's probable or recommended means of construction.

k. Prepare, present and publish details and a summary of findings for the recommended Project in a Preliminary Engineering and Investigations Report. This report will be drafted upon conclusion of the Consultant's reviews, investigations, and preliminary evaluations and shall include, but not be limited to, cost estimates (as outlined in Subsection I.E.1(e), alternate routes, identification of permanent and temporary easements, identification of need for additional right-of-way, evaluations of and recommendations for construction methods and materials, including recommendations on the number of Project construction contracts to be bid, and design

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and construction phase schedules. Provide one (3) electronic pdf copy of the final report addressing the Owner's review and comments.

l. For all Phase A services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

m. For all Phase A services, the Consultant shall provide all required Quality Control Plan (QCP) documentation.

2. *Phase B: Design Phase Services*

The accepted recommendations from the Preliminary Architectural Report will define the Scope of work for the Design of the Project. If authorized by Owner, the Consultant shall perform the Phase B services as described below and in Attachments 5 (RAP) for each subsequent written authorizations.

a. Schematic Design Phase

(i) Based on mutually agreed upon architectural design program and Project Class 4 estimate requirements, the Consultant shall prepare, for approval by the Owner, Schematic Design Documents consisting of (1) site plan, (2) architectural floor plans, (3) building sections, (4) exterior elevations, (5) mechanical/electrical floor plans, (6) subconsultant schematic drawings, (7) description of Project components, (8) Sustainability Checklist, (9) an Opinion of Probable Construction Cost (Class-4 cost estimate as described in the AACE® International Recommended Practice No. 56R-08) based on current area, volume or other unit costs, life cycle and maintenance cost and (10) preliminary utility use analysis and energy modeling analysis. The Consultant's opinion of construction costs shall be based on materials and labor process prevailing at the time of the preparation of the Schematic Design without consideration of inflationary increases in costs and will be indexed to the *Engineering News Record* (ENR) Construction Cost Index prevailing at the time of the preparation of the estimate for this phase of the Project. The Consultant shall comply with the Owner's CADD Standards.

(ii) The Consultant shall prepare and submit an electronic editable (pdf) copy of preliminary plans and specifications for the Owner's review and comment.

(iii) The Consultant shall prepare a preliminary checklist of items relating to LEED™ or sustainability goals for the Project.

b. Design Development Phase

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

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

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

(iv) The Consultant shall submit to the Owner an updated written Opinion of Probable Construction Cost (Class 3 estimate as described in the AACE® International Recommended Practice No 56R-08). If this estimate exceeds the Fixed Construction Budget as described in Section III, the Consultant shall consult with the Owner as to what action is to be taken if the Owner requires revisions to the Project scope to reduce the Project cost as required to stay within the Fixed Construction Budget. The Consultant shall then make such revision to the Project construction documents at no additional cost to the Owner.

c. Construction Documents Phase

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(i) Based on the accepted design development documents and any further adjustments in the scope or quality of the Project or in the Fixed Construction Budget authorized by the Owner, the Consultant shall prepare construction documents in compliance with the Owner's requirements. The Consultant shall prepare a Project Manual that includes all required "Front End" Division 0 & 1 sections and standard and special specifications required for the scope of work. The Consultant shall also prepare drawings including plan views, sections and details clearly defining and describing the full scope of work of the improvement, limits of work, sequencing requirements, access routes, environmental-protection requirements, and contractor staging and storage areas. The Consultant shall comply with the Owner's CADD Standards. The Owner's relevant Standard Details shall be included in the drawings if sufficient for the Project. The Consultant shall prepare any Special Details required for the Project and submit them to the Owner for review and comment. Details describing the scope of the Project shall be sufficient such that no additional details are required from the Consultant after the bidding phase is complete.

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

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

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

(v) Consultant shall provide one (1) printed set and one (1) electronic editable pdf format copy, and if requested by Owner five (5) renderings and three dimensional illustrations of the proposed Construction Documents (review sets) at the Consultant's expense, for Owner's review and comment at the 90% and 100% CD phase, prior to reproducing copies for bidding purposes.

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(vi) The Consultant shall provide to the Owner a written Opinion of Probable Construction Cost (Class 1 estimate as described in the AACE® International Recommended Practice No. 53R-08) based upon prevailing market conditions within one week from date of submittal of one (1) printed set and one (1) electronically editable copy of the final 100% Construction Documents to the Owner. If this Class 1 construction cost estimate exceeds the Fixed Construction Budget as described in Section III, the Consultatn shall consult with the Owner as to what action is to be taken if the Owner requires revisions to the Project scope to reduce the Project cost as required to stay within the Fixed Construction Budget. The Consultant shall then make such revision to the Project construction documents at no additional cost to the Owner.

(vii) Following the return of marked up Construction Documents (or separate comment list) from the Owner, the Consultant shall make final modifications and corrections to Construction Documents as called to the Consultant's attention by the Owner; the Consultant shall resubmit corrected Construction Documents to the Owner in the same format and number prescribed in 1.E.2.c.(vi) for review and comment. If implementation of the Owner's review comments will have an adverse effect (schedule, budget, safety or other) on the Project, the Consultant shall immediately notify the Owner in writing with an explanation of such adverse effect; the Owner shall respond to the Cosnultant's comments in writing.

(viii) Final Bid Documents, which incorporate the Owner's comments described in 1.E.2.c.(vii), will be furnished to the Owner at least fourteen (14) calendar days prior to advertising the Project for bids. Bid Documents will not be printed until Owner authorizes the Consultant to do so.

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

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

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

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

f. For all Phase B services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

g. For all Phase B services, the Consultant shall provide all required QCP documentation.

h. The Consultant shall respond with appropriate and agreed actions to comments from the Owner's quality assurance and risk management review staff.

3. *Phase C: Bid-Award-Execution Phase Services*

If authorized by Owner, the Consultant shall perform the Phase C services as described below and in Attachment 5 (RAP) and 6 (Maximum NTE Contract Amounts by Phase):

a. Only if requested by Owner, the Consultant shall assist the Owner in the advertisement of the Project for construction bids. Consultant services may include distributing bid documents, maintaining a record of bid document issuance and receipt, and receiving bid document deposits. Bid deposit checks shall be made payable to the Owner and those deposits not returned to bidders shall be given to the Owner.

b. The Consultant shall participate in or conduct a pre-bid conference, prepare addenda, and attend bid opening.

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c. Following the Owner's receipt of bids and bidders' post-bid information, the Consultant shall assist the Owner in analyzing Contractor bids and qualifications. The Consultant shall furnish to the Owner a recommendation regarding the responsibility of the bidder(s) within seven (7) calendar days following bid opening. Should the apparent lowest responsible bidder's construction cost of the Project (or component thereof) be greater than the Fixed Construction Budget (or appropriate portion thereof) and the Owner elects not to award the Project (or component thereof) construction contract, the Consultant will consult with the Owner to determine revisions to the Project to reduce the Project cost as required to stay within approved or authorized cost limitations. The Consultant shall then make such revision to the Project construction documents at no additional cost to the Owner.

d. The Consultant shall prepare a conformed (construction) set of contract documents that incorporates all addenda, alternates and clarifications to both the Project Manual and the Plans. The Consultant shall submit a pdf of the conformed Project Manual and Plans to the Owner prior to City Council award of the construction contract.

e. For all Phase C services, the Consultant shall follow the accepted schedule and meet all milestone requirements specified in the Project RAP.

f. For Projects requiring LEED certification, Consultant shall submit "Design Phase Submittal" to LEED online within 30 days after construction notice-to-proceed.

4. Phase D: Construction Phase Services

If authorized by Owner, the Consultant shall perform the Phase D services as described below and in Attachment 5 (RAP) and 6 (Maximum NTE Contract Amounts by Phase):

a. The Consultant will be the Owner's Representative during the Construction Phase, and shall advise and consult with the Owner. Instructions to the Contractor will be forwarded through the Consultant. The Consultant will have authority to act on behalf of the Owner only to the extent provided in this Section 4 Phase D Construction Phase Services.

b. The Construction Phase will commence with the construction contract execution and will terminate on the date of final completion of the construction Project, based on the completion milestone established for the construction Contract Time. The expiration date includes any time extensions granted to the Contractor by the Owner, but in no case will time extensions exceed the approved Project Resource Allocation Plan (RAP).

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c. Unless otherwise provided in this Agreement and incorporated in the Contract Documents, the Consultant shall administer the construction contract as set forth below and in the Owner's General Conditions of Agreement.

d. The Consultant shall participate in and document the proceedings of the preconstruction conference.

e. The Consultant shall visit the site to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. The Consultant's visits to the site shall be at intervals appropriate to the stage of construction, but in no case less than **weekly**. The Consultant shall record observations made on each job site visit, including regularly scheduled Project meetings, and shall submit a written report **within 48 hours of site visit** to the Owner.

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

(ii) The Consultant will furnish reports to the Owner within five (5) calendar days of the end of the work week of the observations or the report will be considered late. As stated in subsection V.B.3, the Owner may withhold payment until the reports are received.

(iii) In addition, the Consultant's subconsultants shall visit the site at appropriate stages, but no less frequently than once per week, during the Work related to subconsultant's area of specialty, shall record observations made on each job site visit and shall submit reports to the Consultant to be incorporated in the Consultant's reports to the Owner. The Consultant's subconsultants shall also attend those progress meetings when the Contractor's Application for Payment includes requests for areas of Work related to their discipline.

f. The Consultant shall review the Contractor's Application for Payment, based on Consultant's observations on site, evaluate the request, and recommend to Owner the amount to be paid to the Contractor.

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

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h. The Consultant shall provide a draft response to the Owner for review and comment within seven (7) calendar days (unless the OWNER grants a time extension), to all requests for information, claims, disputes and other matters in question between the Owner and the Contractor relating to the execution or progress of the work or the interpretation of the Contract Documents. After acceptance by Owner, Consultant shall provide to the Construction Contractor the interpretations and decisions in written form, accompanied by signed and sealed drawings as appropriate.

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

j. The Consultant shall review and take other appropriate action upon Contractor submittals such as Shop Drawings, product data and samples following the requirements in the City Front End documents. The Consultant shall provide a written response to the Contractor (a copy to Owner) within seven (7) calendar days (unless a time extension is granted by the Owner) to avoid a delay in the work.

(i) The Consultant's review is for the limited purpose of confirming conformance with information given and the design concept expressed in the Contract Documents. The Consultant is not responsible for work or requirements that are the Contractor's responsibility as defined in the Contractor's contract with the Owner.

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

(iii) The Consultant may rely upon professional certifications of performance characteristics of materials, systems or equipment if such certifications are required by the Contract Documents.

k. The Consultant shall prepare Change Order documentation for the Owner's approval and execution in accordance with the Construction Contract Documents. The Consultant will recommend to the Owner accepting minor changes in the Work which are consistent with the intent of Contract Documents, but do not involve an adjustment to the Contract Amount or an extension of Contract Time. The Owner shall review the recommendation and if acceptable issue a Field Order to the Contractor.

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1. Upon receipt of Contractor's notification that the Work has been substantially completed, the Consultant and its subconsultants shall work with the Contractor to verify the Project is ready for the Owner's inspection within seven (7) calendar days unless the Owner approves a time extension. The Consultant shall provide written notification to the Owner that the Work has been substantially completed and is ready for the Owner's inspection. The Owner shall schedule an Owner inspection to be attended by the Consultant and its subconsultants.

(i) Within twenty-four (24) hours of the Owner's inspection, the Consultant shall provide the Contractor a draft written punchlist of items that need to be addressed prior to the Final Completion date specified in the construction contract. The Consultant shall provide the Contractor a final written punchlist within three (3) calendar days of the Owner's inspection.

(ii) If requested by Owner, Consultant shall prepare and issue a Certificate of Substantial Completion no later than three (3) calendar days after the contract requirements for substantial completion have been met.

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

n. For all Phase D services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

o. Construction Project Representation Beyond Basic Services

(i) If the Owner and Consultant agree that more extensive representation at the site is needed, the Consultant shall provide one or more Project Representatives to assist the Consultant in carrying out such responsibilities at the Project or work site. The Project RAP must be revised accordingly.

(ii) Such Project Representatives will be selected with the written approval of the Owner, employed and directed by the Consultant, and the Consultant will be compensated as mutually agreed between the Owner and the Consultant.

5. *Phase E: Post-Construction Phase Services*

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If authorized by Owner, the Consultant shall perform the Phase E services as described below and in Attachment 5 (RAP) and 6 (Maximum NTE Contract Amounts by Phase):

a. The scope of assistance referenced in this Paragraph 5 will include, but not be limited to, the following: (1) producing Construction Record Documents for the Owner; (2) notifying the Contractor of defective Work and requesting corrective action; (3) preparing correspondence and other written data as necessary to document, clarify, and resolve discrepancies; and (4) meeting with the Contractor at the Project site or other local places when requested by the OWNER.

b. Upon receipt from the Contractor of details of deviations from Contract Documents, Consultant shall produce Record Documents for the OWNER'S use within thirty (30) calendar days. The Consultant will ensure that the record drawings of construction incorporate all compiled change orders, change directives, and field orders. The Consultant will ensure that a Professional Architect's seal is affixed and signed on each document, stamped and identified as "RECORD DOCUMENTS", that signifies the recorded changes have been transferred.

(i) The CONSULTANT shall submit electronic files of Project drawings that are considered Record Documents to Owner on CD-ROM or other comparable durable electronic media. Consultant shall include Computer-Aided Design electronic files of Record Documents in a format usable by the Owner (e.g. AutoCAD or Revit files) as well as a pdf copy, signed and sealed by the Consultant.

(ii) For Projects that include improvements or modifications to Owner's Austin Water Utility system or facilities, drawings included in the Record Documents will include all dimensions and calculations in English units.

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

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

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d. The Consultant shall require its subconsultants to provide assistance as necessary during the post-construction period stipulated in the approved Project Resource Allocation Plan (RAP).

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

f. Under Basic Services, the Consultant and its subconsultants agree to provide Post-Construction Phase services as specified in the approved Project RAP. The Consultant shall provide accounting for time expended under Basic Services at the time these services are provided. Additional time for extended warranty period services not included in Basic Services will be considered Additional Services in accordance with Paragraph 1.E.6 and paid for in accordance with the RAP.

g. For all Phase E services, the Consultant shall follow the approved schedule and meet all milestone requirements specified in the Project RAP.

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

SECTION II - OWNER'S RESPONSIBILITIES

Insert the following language:

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

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

SECTION V - COMPENSATION

Insert the following subparagraph V.A.1.b(i)

(i) *Basic Compensation*

The total amount of compensation to be paid the Consultant will not exceed Two Hundred Seventy Six Thousand Four Hundred Thirty One Dollars and Zero Cents (\$276,431.00).

Add items V.A.2.a et seq

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

b. *Standard Hourly Rate:* Compensation for Basic Services described in Subsection I.E. is as follows:

(i) The hourly rate for each standard job title includes all labor, overhead, and profit necessary to perform the requested services.

(ii) The Not-to-Exceed-Maximum-Amount for the Project shall include the estimated cumulative hours needed to perform the services multiplied by the appropriate rate schedule plus the estimated allowance for Reimbursable Expenses.

c. *Stipulated Sum*

For Basic Services, as described in Subsection I.E., is as follows:

(i) The Stipulated Sum includes all labor, overhead, and profit necessary to perform the requested services. Payments will be made on the basis of the proportion of services performed for each phase.

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

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SECTION VI - INSURANCE REQUIREMENTS

Insert subparagraph VI.A.4.a:

a. Consultant's Professional Liability Insurance with a minimum limit of **One Million dollars (\$1,000,000.00)** per claim and in aggregate.

SECTION XI MISCELLANEOUS PROVISIONS

Insert subparagraph XI.G.1.a:

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

Mailed Notices to Owner:

Capital Contracting Office
City of Austin
P.O. Box 1088
Austin, Texas 78767

Hand Delivered Notices to Owner:

Capital Contracting Office
City of Austin
505 Barton Springs Road, Suite 1045
Austin, Texas 78704

Mailed Notices to CONSULTANT:

**STANDALONE PROFESSIONAL SERVICES AGREEMENT
SUPPLEMENTAL TERMS AND CONDITIONS OF THE AGREEMENT**

Casabella Architects
3821 Juniper Trace, #104
Austin, Texas 78738

Hand Delivered Notices to CONSULTANT:

Casabella Architects
3821 Juniper Trace, #104
Austin, Texas 78738

END

February 28, 2017

Kim McKnight, MSHP, CNU-A, Project Coordinator
Planning and Development Division
Austin Parks and Recreation Department
919 West 28 1/2 Street
Austin, Texas 78705

Reference: Emma Barrientos Mexican American Cultural Center (MACC)
Proposal – Master Planning

Dear Ms. McKnight,

We appreciate the opportunity to submit this fee proposal to provide the City of Austin, Parks and Recreation Department with master planning services for the MACC.

Scope of Work – The attached proposals, from all of our subconsultants, identify a more detailed description of their scope of work. CasaBella Architects will serve as the Prime Consultant, responsible for the coordination of all work, as well as the following tasks:

1. Site surveys and review of all existing documents relating to existing conditions at the MACC.
2. Preparation for and attendance to the 1st Open House/Public Meeting. The information received during this meeting will be included in the programming document and used in the design of the Master Plan.
3. Coordination and attendance to four (4) focus group meetings, with the purpose of identifying the key needs and desires of these public groups.
4. Prepare a draft programming document outlining the needs and desires of the community, as expressed during the 1st public meeting and the eight focus group meetings.
5. Based on the programming information received, the design team will begin preparing design options that will include:
 - a. Expansion of facility
 - i. Future additions and new buildings
 - ii. Public/private facilities
 - iii. Shade structures
 - iv. Parking
 - v. Lighting
 - vi. Landscaping
 - vii. Plaza redesign
 - b. Circulation – Pedestrian, vehicular, bicycles, and mass transit
 - c. “Gran Entrada” – provide preliminary design with renderings of the “entry” into the MACC.
 - d. Water front issues

- e. Relationships to the neighboring properties
 - f. Phasing plan
 - g. 2D and 3D Renderings
6. Present design options to the community in the Public Meeting #2. The public will be asked to comment on the design options, in order to refine these for future review and comment.
 7. This is the period where the design team will refine the design options into 2 or 3 options to be presented in the 3rd and last public meeting.
 8. Prepare budgetary cost estimates of the remaining 2-3 design options.
 9. Identify potential funding strategies (economic analysis).
 10. Present the final design options during Public Meeting #3 where the public will comment in order to define the last and final master plan design.
 11. Once a final master plan is established, make up to six (6) Board and Commission presentations.
 12. Preparation of refined 2D and 3D renderings to be part of the final report.
 13. Finalize Master Plan report
 14. Reimbursables will be invoiced at cost plus a 5% markup.
 15. Coordinate all public outreach activities. (See proposal from Cultural Strategies for a more detailed plan of action.)

Deliverables – At the completion of the project, CasaBella Architects will deliver to the City of Austin PARD a final report that will include the following:

- Executive Summary including a brief narrative of findings and final recommendations.
- Stakeholder Meetings – A compilation of PowerPoint presentations, notes and comments for each of the three Public Meetings.
- Final Master plan including:
 - 2D and 3D renderings
 - Cost estimates
 - Phasing
 - Digital copy of all
- Meeting Notes
- Building Code Analysis
- See attached subconsultants proposals for additional deliverables by each consultant.

Schedule - Attached find a project schedule that outlines key tasks, their durations, and when they are anticipated to take place during this 12-month process.

ATTACHMENT #3 – FEE PROPOSAL

CasaBella Architects' Fee – The following is the fee breakdown for CasaBella Architects only.

CasaBella Architects Fee Breakdown		Principal #1	Principal #2	Manager	
		\$ 263.59	\$ 151.62	\$ 96.46	
1 Site Survey and Review Docs	16	8	40	\$	9,288.80
2 Prepare for Public Mtg #1	16	36	24	\$	11,990.80
2a Open House/Public Mtg #2	8	4	16	\$	4,258.56
3 Focus Group Meetings	12	2	12	\$	4,623.84
4 Draft Programming Doc	12	2	24	\$	5,781.36
4a Final Programming Doc	4	2	8	\$	2,129.28
5 Design Options for Mtg #2	60	20	160	\$	34,281.40
6 Public Mtg #2	8	4	16	\$	4,258.56
7 Design Options for Mtg #3	40	16	120	\$	24,544.72
8 Budget Cost Estimates	4	0	4	\$	1,440.20
9 Economic Analysis	8	0	0	\$	2,108.72
10 Public Mtg #3	8	4	24	\$	5,030.24
11 Board/Commission	16	0	0	\$	4,217.44
12 Renderings	8	24	80	\$	13,464.40
13 Final Report	32	8	40	\$	13,506.24
Subtotal Hours & Fee	252	130	568	\$	140,924.56
14 Reimbursables				\$	2,000.00
TOTAL FEE				\$	142,924.56

ATTACHMENT #3 – FEE PROPOSAL

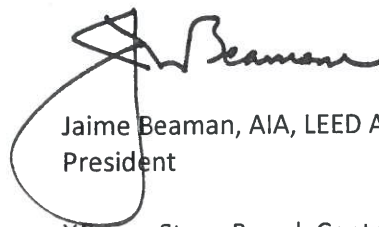
Team Fee – The fee for the entire team is broken down into the following key tasks. Each of these tasks will be invoiced monthly based on a percentage of completion.

Fee Breakdown									
	Arch	L Arch	Civil	Public	Parking	Budget	Economic	TOTAL	
1 Site Survey and Review Docs	\$ 9,289	\$ 2,999	\$ 8,964		\$ -		\$ 475	\$	21,727
2 Prepare for Public Mtg #1	\$ 11,991	\$ 1,573	\$ 5,712	\$ -	\$ -			\$	19,276
2a Open House/Public Mtg. #1	\$ 4,259	\$ 381	\$ 1,431	\$ 2,192				\$	8,262
3 Focus Group Meetings	\$ 4,624							\$	4,624
4 Draft Programming Document	\$ 5,781			\$ 6,831				\$	12,612
4a Final Programming Document	\$ 2,129							\$	2,129
5 Design Options for Mtg #2	\$ 34,281	\$ 6,230	\$ 15,188	\$ 2,277	\$ -	\$ 5,539		\$	63,515
6 Public Mtg #2	\$ 4,259	\$ 1,964	\$ 1,431	\$ 2,192				\$	9,845
7 Design Options for Mtg #3	\$ 24,545	\$ 8,937	\$ 16,563	\$ 2,277	\$ -			\$	52,322
8 Budget Cost Estimates	\$ 1,440	\$ 1,083				\$ 2,953		\$	5,476
9 Economic Analysis	\$ 2,109						\$ 16,524	\$	18,632
10 Public Mtg #3	\$ 5,030	\$ 1,530	\$ 1,431	\$ 2,193				\$	10,184
11 Board/Commission	\$ 4,217	\$ -	\$ -					\$	4,217
12 Renderings	\$ 13,464							\$	13,464
13 Final Report	\$ 13,506	\$ 3,548	\$ 2,476	\$ 4,554		\$ 1,560		\$	25,644
Subtotal Fee	\$ 140,925	\$ 28,244	\$ 53,196	\$ 22,515	\$ -	\$ 10,052	\$ 16,999	\$	271,930
14 Reimbursables	\$ 1,500	\$	\$ 500	\$ 500	\$ -		\$ 2,001	\$	4,501
TOTAL FEE	\$ 142,425	\$ 28,244	\$ 53,696	\$ 23,015	\$ -	\$ 10,052	\$ 19,000	\$	276,431

Exclusions – This proposal does not include an in-depth preliminary design for parking garage options.

This proposal is based on an anticipated start date of April 3, 2017, with a 12-month duration. If you have any questions, please let me know.

With warmest regards,



Jaime Beaman, AIA, LEED AP, BD&C
President

XC: Steve Brand, Contract Relations Consultant

CATEGORY 1 LOADED HOURLY RATE SHEET for:
Jaime Beaman, AIA, Inc. dba CasaBella Architects

CCO Approved Rate Date:
3/9/2016

Standard Titles	Key Personnel	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate
Managing Architect V (20-25)	Jaime Palomo	AIA		\$151.62 /hr
Managing Architect VI	Jaime Beaman	AIA, LEED AP BD	President	\$263.59 /hr
Supervisory Architect IV			Project Manager	\$96.46 /hr

CATEGORY 2 LOADED HOURLY RATE SHEET for:
Jaime Beaman, AIA, Inc. dba CasaBella Architects

CCO Approved Rate Date:
3/9/2016

Standard Titles	Key Personnel	TX Lic. No.	Discipline	Category 2 Loaded Hourly Rate
Managing Architect V (20-25)	Jaime Palomo	AIA		\$158.57 /hr
Managing Architect VI	Jaime Beaman	AIA, LEED AP BD	President	\$275.63 /hr
Supervisory Architect IV			Project Manager	\$100.89 /hr

25 January 2017

Proposal

Stefan J. Molina | Director of Business Development
CasaBella Architects
3821 Juniper Trace | Suite 104 | Austin, Texas 78738

Re: Landscape Architecture Proposal
City of Austin Emma Barrientos Mexican American Cultural Center Master Plan - CLMP213

Asakura Robinson Company (AR) is pleased to submit this landscape architecture services proposal for the above mentioned project. Our firm has built our reputation on our strength in working with owners, architects and other consultants and we welcome this opportunity to work with you and your team in creating a high quality project. For the purposes of this proposal **CasaBella Architects** will be referred to as the client.

A. Scope of Work

1. AR will provide Landscape Architecture and design services for a Conceptual Master Plan for the existing MACC site and "Gran Entrada" (58 and 64 Rainey Street), as well as connections to the Butler hike & bike trail and Waller Creek, specifically to include:
 - i. Landscape and irrigation concepts,
 - ii. Exterior Lighting concept,
 - iii. Plaza, site furnishing and amenities concepts,
 - iv. Public Art and commemoration concepts,
 - v. Signage and wayfinding concepts.
2. AR will support client with site analysis and diagramming, including adjacent site connections, circulation diagrams and existing vegetation, as required.
3. AR will review civil engineering concepts for drainage, stormwater management and green infrastructure, as applicable.
4. Project schedule is anticipated to commence in April 2017 and be completed within 12 months
5. AR will provide services in accordance with the schedule provided by client, with phases divided as follows (hourly breakdown is attached):

Task I: Public Mtg. #1 (5 months)

- Review Existing Info
- Public Mtg. #1
- Prepare Design Options

Task II: Public Mtg. #2 (3.5 months)

- Public Mtg. #2
- Refine Design Options
- Parking and Vehicular Circulation
- Support for Cost Estimates related to landscape design
- Economic Analysis

Task III: Public Mtg. #3 (3.5 months)

- Public mtg. #3
- Finalize Preferred Master Plan Option
- Gran Entrada (DD)

B. Compensation

Task I	Public Mtg. #1 (5 months)	\$ 11,182.82
Task II	Public Mtg. #2 (3.5 months)	\$ 8,045.97
Task III	Public Mtg. #3 (3.5 months)	\$ 9,014.74
Total		\$ 28,243.53

Fees and reimbursable costs shall be billed monthly as a percentage of work completed or actual costs for additional services and reimbursables as defined herein.

Reimbursable expenses are expenditures for the project made by AR in the interest of the project plus an administrative fee of **10%**. Reimbursable expenses include, but are not limited to travel expenses, costs of reproduction, postage, services of professional consultants which cannot be quantified at the time of contracting, and other, similar project – related expenditures. Reimbursable expenses shall not exceed **\$1,500.00** without prior approval by Client.

C. Exclusions to Scope of Services and Additional Services

1. This project is a Conceptual Master Plan. Schematic Design, Design Development and Construction Documents are excluded from scope.
2. Attendance at Boards and Commissions meetings and/or City Council and City Council Committee meetings is excluded from scope but is available as an additional service.
3. LEED documentation is excluded from scope but is available as an additional service.
4. Client shall provide the following information as required for performance of the work. AR assumes no responsibility for the accuracy of such information or services and shall not be liable for errors or omissions therein. Should AR be required to provide services in obtaining or coordinating compilation of this information, such services shall be charged as Additional Services.

- a) Topography, boundary surveys and Legal descriptions of property.
 - b) Existing site engineering and utility base information.
 - c) MEP, Structural, Soils Engineering, Geo-technical and other Consultant services if required.
 - d) Permit and submittal drawings and fees
 - e) LEED Certification templates
 - f) Water feature and fountain design
5. Additional Services include but are not limited to:
- a) Work requested and or authorized by the Client not defined in the 'Scope of Work' or revisions and changes to Client approved drawings and the preparation of alternatives or change orders requested by the Client.
 - b) Preparation of as-built drawings or of measured drawings or existing conditions.
 - c) Models, special renderings, promotional photography, special printing, special equipment, special printed reports or publication, maps, and documents requested by the Client.
- Hourly rates for Additional Services: Per Approved City of Austin 2017 Rates, Attached

D. Jurisdiction and Termination

JURISDICTION – The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as landscape architects in Texas. The Board may be reached at the following address: Texas Board of Architectural Examiners, P.O. Box 12337 Austin, TX 78711-2337 Phone / (512) 305-8900 TERMINATION - If the Client should decide to terminate this Agreement, he shall give ARC seven (7) days written notice and shall pay for all services rendered to the date of termination. AR reserves the right to terminate this contract upon fifteen (15) day notice if any amount billed to client is 90 days past due.

We appreciate your consideration of our firm, and we look forward to working with you. If this proposal meets your approval, please sign and return one (1) copy to our office at your earliest convenience.

Yours truly,



Margaret Robinson, Principal
Asakura Robinson Company LLC

Stefan Molina
CasaBella Architects

Date: January 25, 2017

Date _____

SUMMARY

1/25/2017

Landscape Architecture: Conceptual Master Plan

ESB-MACC Fee Estimate Worksheet

Task	Description	PIC (MR)	PM (BW)	Planner II	Arch Assoc.	Admin (HP)	TOTALS
		Rates	165.95	95.24	75.04	70.03	103.19
1	Public Mtg. #1 (5 months)						
	Review Existing Info	4	8	8	8	4	
	Public Mtg. #1	2	8	4	8		
	Prepare Design Options	4	16	24	32		
		\$1,659.50	\$3,047.68	\$2,701.44	\$3,361.44	\$412.76	\$11,182.82
2	Public Mtg. #2 (3.5 months)						
	Public Mtg. #2	2	8	8	8	3	
	Refine Design Options	2	12	2	12		
	Parking and Vehicular Circulation	2	8	8	12		
	Cost Estimates	2	2		8		
	Economic Analysis						
		\$1,327.60	\$2,857.20	\$750.40	\$2,801.20	\$309.57	\$8,045.97
3	Public mtg. #3 (3.5 months)						
	Public mtg. #3	2	6	6	6	2	
	Finalize Preferred Master Plan Option	4	12	12	12		
	Gran Entrada (DD)	4	10	16	16		
	Board/Commission Presentations (10)						
		\$1,659.50	\$2,666.72	\$2,101.12	\$2,381.02	\$206.38	\$9,014.74
	TOTALS BY STAFF	\$4,646.60	\$8,571.60	\$5,552.96	\$8,543.66	\$928.71	\$28,243.53

dSkurda
robinson

CATEGORY 1 LOADED HOURLY RATE SHEET for:
Asakura Robinson

CCO Approved Rate Date:
11/22/2016

Standard Titles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate
Key Personnel	Margaret Robinson		Project Principal	\$165.95 /hr
Key Personnel	Keiji Asakura		Project Principal	\$150.08 /hr
Key Personnel	Zakcq Lockrem		Principal Planner	\$129.88 /hr
Key Personnel	Alexandra Miller		Principal Economic Development Lead	\$108.30 /hr
Key Personnel	Hayley Pallister		Principal Administrator	\$103.19 /hr
Planner III (10-15)				\$98.45 /hr
Key Personnel	Eric Leshinsky		Supervisory Architect III (12-15)	\$95.24 /hr
Key Personnel	Brendan Wittstruck		Supervisory Architect II (10-12), PM	\$95.24 /hr
Planner II (5-10)				\$75.04 /hr
Architect Associate II (5-10)				\$70.03 /hr

CATEGORY 2 LOADED HOURLY RATE SHEET for:
Asakura Robinson

CCO Approved Rate Date:
 11/22/2016

			Category 2 Loaded Hourly Rate	
Standard Titles	Name	TX Lic. No.	Discipline	
Key Personnel	Margaret Robinson		Project Principal	\$173.57 /h
Key Personnel	Keiji Asakura		Project Principal	\$156.96 /h
Key Personnel	Zakcq Lockrem		Principal Planner	\$135.83 /h
Key Personnel	Alexandra Miller		Principal Economic Development Lead	\$113.26 /h
Key Personnel	Hayley Pallister		Principal Administrator	\$107.93 /h
Planner III (10-15)				\$102.97 /h
Key Personnel	Eric Leshinsky		Supervisory Architect III (12-15)	\$99.61 /h
Key Personnel	Brendan Wittstruck		Supervisory Architect II (10-12), PM	\$99.61 /h
Planner II (5-10)				\$78.48 /h
Architect Associate II (5-10)				\$73.24 /h



January 24, 2017

Mr. Jaime Beaman, AIA, LEED AP
Principal
CasaBella Architects
3821 Juniper Trace, Suite 104
Austin Texas 78738

RE: Mexican American Cultural Center
Proposal for Engineering Services

Dear Jaime:

Urban Design Group PC (UDG) is pleased to submit the following proposal for Professional Services in connection with the project referenced above. Based on the Scope of Services provided by Austin Parks and Recreation and CasaBella's direction, the project description and UDG scope and fee are provided below:

Project Description:

The project area includes the boundaries of the ESB-MACC and incorporates River Street between the ESB-MACC and East Avenue. Further, the planning area incorporates the portions of parkland that border Waller Creek and Lady Bird Lake. The Austin Parks and Recreation Department desires the creation of a Master Plan Update.

SCOPE OF BASIC SERVICES

- Preparation of base map
- Site visits
- Research and review existing data
- Mapping to support master plan process
- Prepare a conceptual utility and drainage plan
- Analyze existing and project future pedestrian circulation
- Analyze waterfront issues/restrictions
- Review and develop recommendations on Red River and entrance connections
- Parking requirements, ingress and egress
- Attend Team meetings
- Attend Public meetings
- Draft and Final report and mapping support

FEE: \$53,696.68 (See attached spreadsheet)

REIMBURSABLE COSTS

In addition to the above fees, all purchased services are reimbursable at actual cost plus 10% handling. These services include but are not limited to maps, printing, shipping charges, courier charges, etc. All fees to be paid to the City, County, TCEQ or other regulatory agencies must be paid directly by the Owner.

UDG is pleased to have this opportunity to propose on civil engineering services for this project. We are confident that we can provide you with the attention that this project deserves and requires in order to run smoothly through the design and approval process. If we can be of any further assistance on this or any other matter, please do not hesitate to call.

Very truly yours,
URBAN DESIGN GROUP, PC



Laura L. Toups, P.E. LEED, AP
Vice President

Authorized Signature

Date

**EXHIBIT A TO
TERMS AND CONDITIONS**

Urban Design Group (UDG) shall perform the services outlined in this Agreement for the stated fee arrangement and in accordance with the following terms and conditions, which are a part of this Agreement:

Access to Site:

Unless otherwise stated, UDG will have access to the site for activities necessary for the performance of the services. UDG will take precautions to minimize damage due to these activities, but has not included in the fee and is not responsible for the cost of restoration of any resulting damage.

Dispute Resolution:

Any claims or disputes made during design, construction or post-construction between the Client and UDG shall be submitted to non-binding mediation prior to initiating any arbitration or litigation. Client and UDG agree to include a similar mediation agreement with all contractors, subcontractors, sub consultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties. In the event that any claims or disputes are not fully resolved by mediation, the parties agree to submit such claims and disputes to binding arbitration under the Texas Arbitration Act, Texas Civil Practice & Remedies Code Chapter 171, in lieu of litigation. The arbitration panel shall consist of three professional engineers with expertise in civil engineering. Each of client and UDG will select one of the panelists and the two selected by the parties will select the third panelist. All panelists shall serve as neutral arbitrators. The fees and expenses of the arbitrators shall be split equally between Client and UDG.

Billings/Payments:

Invoices for UDG services shall be submitted, at UDG's option, either upon completion of such services or on a monthly basis. Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days, UDG may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of the services. Retainers shall be credited on the final invoice.

Late Payments:

Accounts unpaid 60 days after the invoice may be subject to a monthly service charge of 1.5% (or the legal rate) on the unpaid balance. In the event any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees and expenses.

Limitation of Liability:

In recognition of the relative risks, rewards and benefits of the project to both the Client and UDG, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, UDG's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this Agreement from any cause or causes, shall not exceed an amount equal to the fee earned by UDG under this Agreement. Such causes include, but are not limited to UDG's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or statutory liability.

Termination of Services:

The Client or UDG may terminate this Agreement should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay UDG for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

Ownership of Documents:

All documents produced by UDG under this Agreement shall remain the property of UDG. Client may obtain copies of such documents upon request.

Design Without Construction Administration:

If the basic services under this Agreement do not include project observation or review of the Contractor's performance or any other construction phase services, the Client assumes all responsibility for interpretation of the Contract Documents and for construction observation, and the client waives any claims against UDG that may be in any way connected thereto. In such event, the Client agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless UDG from any and all claims, losses, damages and costs, including reasonable attorney's fees and expenses, arising from modifications, clarifications, interpretations, adjustments or changes made to the Contract Documents to reflect changed field or other conditions, except for claims arising from the sole negligence or willful misconduct of UDG and not exceeding UDG's limit of liability as set forth above.

Hazardous Materials – Suspension of Services:

Both parties acknowledge that UDG's scope of services does not include any services related to the presence of any hazardous or toxic materials. The client agrees to indemnify, defend and hold harmless UDG from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of UDG and not exceeding UDG's limit of liability as set forth above.

Betterment:

If, due to UDG's negligence, a required item or component of the Project is omitted from UDG's construction documents, UDG shall not be responsible for paying the construction cost required to add such item or component to the extent that such item or component should have been required and included in the original construction documents. In no event will UDG be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project.

TASK	PRINCIPAL		SR. ENGINEER		PLAN PROCESSOR		TECH 8		Reimbursables	TOTAL
	RATE	\$ 215.78	RATE	\$ 177.97	RATE	\$ 59.28	RATE	\$ 77.55		
	HOURS	SUBTOTAL	HOURS	SUBTOTAL	HOURS	SUBTOTAL	HOURS	SUBTOTAL		
SK										
Preparation of base map utilizing available sources		\$ -	2	\$ 355.94	0	\$ -	24	\$ 1,861.20		\$ 2,217.14
Site visit/walk	4	\$ 863.12	4	\$ 711.88		\$ -		\$ -		\$ 1,575.00
Review existing data	4	\$ 863.12	4	\$ 711.88		\$ -		\$ -		\$ 1,575.00
Research and compilation of existing site information	2	\$ 431.56	2	\$ 355.94	16	\$ 948.48	24	\$ 1,861.20		\$ 3,597.18
Develop Opportunity/Constraints map		\$ -	4	\$ 711.88		\$ -	16	\$ 1,240.80		\$ 1,952.68
Utility extension/relocations		\$ -	8	\$ 1,423.76	8	\$ 474.24	24	\$ 1,861.20		\$ 3,759.20
Pedestrian Circulation	4	\$ 863.12	4	\$ 711.88		\$ -	8	\$ 620.40		\$ 2,195.40
Waterfront issues	2	\$ 431.56	4	\$ 711.88	4	\$ 237.12		\$ -		\$ 1,380.56
Roadway connection with Red River and Rainey	7	\$ 1,510.46	32	\$ 5,695.04	4	\$ 237.12		\$ -		\$ 7,442.62
Parking requirements, ingress and egress	4	\$ 863.12	32	\$ 5,695.04		\$ -	16	\$ 1,240.80		\$ 7,798.96
Great Street issues	2	\$ 431.56	6	\$ 1,067.82		\$ -		\$ -		\$ 1,499.38
Draft reports/plans	4	\$ 863.12	16	\$ 2,847.52		\$ -		\$ -		\$ 3,710.64
Team meetings	16	\$ 3,452.48	24	\$ 4,271.28		\$ -		\$ -		\$ 7,723.76
Public Meetings and prep (3)	10	\$ 2,157.80	12	\$ 2,135.64		\$ -		\$ -		\$ 4,293.44
Final report/plan	2	\$ 431.56	8	\$ 1,423.76		\$ -	8	\$ 620.40	\$ 500.00	\$ 2,475.72
TOTALS	61	\$ 13,162.58	162	\$ 28,831.14	32	\$ 1,896.96	120	\$ 9,306.00	\$ 500.00	\$ 53,696.68

CATEGORY 1 LOADED HOURLY RATE SHEET for:
Urban Design Group

CCO Approved Rate Date:
9/16/2016

				Category 1 Loaded Hourly Rate	
Standard Titles	Name	TX Lic. No.	Discipline		
Key Personnel	John Noell		Sr. Principal	\$256.21	/hr
Key Personnel	Laura Touns	PE 75329	Principal, P.E., LEED AP, 32 years	\$237.90	/hr
Key Personnel	June Routh		Principal	\$237.90	/hr
Key Personnel	Don Sansom		Professional Engineer VI (25+)	\$196.21	/hr
Professional Engineer VI (25+)			Civil	\$166.73	/hr
Professional Engineer V (20-25)				\$166.73	/hr
Professional Engineer IV (15-20)				\$128.97	/hr
Professional Engineer III (10-15)				\$128.97	/hr
Project Assistant				\$97.25	/hr
Engineer in Training II (5-10)				\$94.10	/hr
CADD Technician VI (25+)			with MicroStation and Geopak	\$90.63	/hr
CADD Technician III (10-15)			with ArcGIS	\$85.49	/hr
Engineering Technician VI (25+)				\$85.49	/hr
Account Associate				\$78.55	/hr
Surveyor Technician VI (25+)				\$78.55	/hr
CADD Technician II (5-10)				\$75.53	/hr
Planner I				\$65.34	/hr
Surveyor Technician II (5-10)				\$51.36	/hr

CATEGORY 2 LOADED HOURLY RATE SHEET for:
Urban Design Group

CCO Approved Rate Date:
 9/16/2016

				Category 2 Loaded Hourly Rate
Standard Titles	Name	TX Lic. No.	Discipline	
Key Personnel	John Noell		Sr. Principal	\$244.97 /hr
Key Personnel	Laura Toups	PE 75329	Principal, P.E., LEED AP, 32 years	\$227.47 /hr
Key Personnel	June Routh		Principal	\$227.47 /hr
Key Personnel	Don Sansom		Professional Engineer VI (25+)	\$187.61 /hr
Professional Engineer VI (25+)			Civil	\$159.42 /hr
Professional Engineer V (20-25)				\$159.42 /hr
Professional Engineer IV (15-20)				\$123.31 /hr
Professional Engineer III (10-15)				\$123.31 /hr
Project Assistant				\$92.98 /hr
Engineer in Training II (5-10)				\$89.98 /hr
CADD Technician VI (25+)			with MicroStation and Geopak	\$86.66 /hr
CADD Technician III (10-15)			with ArcGIS	\$81.74 /hr
Engineering Technician VI (25+)				\$81.74 /hr
Account Associate				\$75.10 /hr
Surveyor Technician VI (25+)				\$75.10 /hr
CADD Technician II (5-10)				\$72.21 /hr
Planner I				\$62.48 /hr
Surveyor Technician II (5-10)				\$49.10 /hr

CULTURAL STRATEGIES

TO: Stefan Molina & Jaime Beaman, CasaBella Architects
FROM: Sebastian Puente, Cultural Strategies
DATE: January 23, 2017
RE: ESB-MACC - CLMP213 **Community Engagement

The following is an outline of our firm's recommendations related to community engagement for the above referenced project. Please refer to the attached Consultant Fee Worksheet for the associated rates and fees.

Preliminary Services

Project Management and Coordination

The Consultant team will attend project team meetings with CasaBella Architects and City of Austin staff, and participate in regular team progress calls during each phase.

- 1) *Team/Client Kick-Off Meeting* - The Consultant will begin the project with an internal project team kick-off meeting, during which strategy, approach, and tactics will be discussed for planning and coordination purposes.
- 2) *Team/Client Project Meetings* - The Consultant will attend scheduled meetings and participate in calls with the project team to coordinate and discuss Outreach and Public Engagement goals and logistics, and review implementation progress for the Programming, Refining Design Options, and Finalize Master Plan phases.

Community Engagement

The Consultant will coordinate with CasaBella Architects and the City of Austin staff to collect and document community feedback during the Programming, Refining Design Options, and Finalize Master Plan phases of the project.

Public Involvement Plan - The Consultant will prepare a Community Engagement Plan to support the project. This Plan will identify the responsibilities of the Consultant and the City of Austin communications staff, and determine a preliminary public and stakeholder meeting schedule.

In-depth Interviews - The Consultant will schedule and implement up to four in-depth interviews with key stakeholders (groups or individuals) representing varied interests and backgrounds. Input gathered will be documented and provided to the project team for review.

Draft Survey - The Consultant shall coordinate with the City of Austin in developing a survey tool designed to collect public feedback during the Programming Phase.

Survey Implementation and Review - Upon development of the survey tool, the Consultant will promote public participation through a variety of tactics, including social media content. After the survey closes, the Consultant will review the results and provide them to the City of Austin, as well as make results available to the public.

CULTURAL STRATEGIES

Outreach List Management - The Consultant will collect existing contact lists from immediately available sources. The Consultant may reformat the contact lists to a uniform format, check for duplicates, and verify elected official information is up-to-date. The Consultant will use the contact list to promote public meetings and events related to the project phases. The contact list shall include relevant stakeholders, including civic leaders, community influencers, nearby businesses and residences, organizations and associations among others.

Website Information - The Consultant will provide information to the City in a format that is ready to upload to the City's website and use in E-blast communications. Website update needs will be determined at milestones, in anticipation of and after public meetings and project events, and around quarterly public e-newsletter blasts updates, to promote attendance at public meetings and inform stakeholders on project developments.

Communication Materials - The Consultant will support the project team in designing and editing print and digital tools in English and Spanish that could include push cards, fliers and other materials developed to raise awareness of the project and promote event attendance and participation in surveys. Unless otherwise agreed to, the City staff will be responsible for providing existing or historical content as needed, programming and distributing e-newsletters, updating of the website, and management of social media accounts.

Earned Media – The Consultant will support the City Staff

Deliverables

- Public Involvement Plan
- Up to four In-depth interviews with key stakeholder(s), findings summary
- Survey Instrument and results document
- Updated Outreach List
- Communication Materials

Programming Phase

One (1) Public Meeting - The Consultant will plan, coordinate, and execute one (1) public meeting during the Programming Phase. This public meeting will be a “public kick-off” to relay the project purpose and process, and solicit public feedback and input on the desired changes or developments for the facility. The Consultant will coordinate with the City of Austin on a meeting date and time. The City of Austin will be responsible for sending out meeting notices, letters to notify public officials, and media release announcements for each meeting. These materials will be developed by the Consultant. The City of Austin will be responsible for duplicating the public officials’ letters and mailing them, and distributing the media releases. The distribution of flyers or post cards should be achieved by the most cost effective methods using City of Austin resources available such as periodic mailings, newsletters, websites, bill inserts, etc. The Consultant will prepare questionnaires, sign-in sheets, and comment forms for the meeting. Content, production, and duplication of any other meeting handouts will be the responsibility of the Consultant. The Consultant will prepare exhibits as needed and provide personnel to conduct and staff the public meeting. The Consultant may request City of

CULTURAL STRATEGIES

Austin staff assistance as needed. The Consultant will compile comments received at the meeting, and produce documentation of the comments from each meeting.

E-Newsletter Blasts - The Consultant will promote the public meeting, and provide project updates to outreach list contacts through E-Newsletter blasts. One (1) e-newsletter will launch ahead of the public meeting during the preliminary services phase to promote attendance. One (1) additional e-newsletter will provide project updates after the public meeting, on a quarterly schedule.

Deliverables

- Questionnaires and comment forms for public meetings.
- Attendance sheets for public meeting.
- Two (2) E-Newsletter Blasts; one (1) promoting public meeting and one (1) additional quarterly update.
- Website update content
- Appropriate exhibits and/or displays for public meeting, including push cards, posters, flyers.
- Documentation of public meetings including: photographs or copies of informational displays, number of people attending, handouts and questionnaires distributed at the meetings, comment cards, and letters received, attendance sheets from each meeting, contact lists used in outreach efforts, and summary of oral and written input. (2 copies, 1 in electronic form).

Refining Design Options

One (1) Public Meeting - The Consultant will plan, coordinate, and execute one (1) public meeting at the end of the Programming Phase to present design options. The Consultant will coordinate with the City of Austin on a meeting date and time. The City of Austin will be responsible for sending out meeting notices, letters to notify public officials, and media release announcements for each meeting. These materials will be developed by the Consultant. The City of Austin will be responsible for duplicating the public officials' letters and mailing them, and distributing the media releases. The distribution of flyers or post cards should be achieved by the most cost effective methods using City of Austin resources available such as periodic mailings, newsletters, websites, bill inserts, etc. The Consultant will prepare questionnaires, sign-in sheets, and comment forms for the meeting. Content, production, and duplication of any other meeting handouts will be the responsibility of the Consultant. The Consultant will prepare exhibits as needed and provide personnel to conduct and staff the public meeting. The Consultant may request City of Austin staff assistance as needed. The Consultant will compile comments received at the meeting, and produce documentation of the comments from each meeting.

E-Newsletter Blasts - The Consultant will promote the public meeting, and provide project updates to outreach list contacts through E-Newsletter blasts. One (1) e-newsletter will launch ahead of the public meeting at the end of the schematic design phase to promote attendance. One (1) additional e-newsletter will provide project updates after the public meeting, on a quarterly schedule.

Deliverables

- Questionnaires and comment forms for public meetings.
- Attendance sheets for public meeting.

CULTURAL STRATEGIES

- Two (2) E-Newsletter Blasts; one (1) promoting public meeting and one (1) additional quarterly update.
- Appropriate exhibits and/or displays for public meeting, including push cards, posters, flyers.
- Documentation of public meeting including: photographs or copies of informational displays, number of people attending, handouts and questionnaires distributed at the meetings, comment cards, and letters received, attendance sheets from each meeting, contact lists used in outreach efforts, and summary of oral and written input. (2 copies, 1 in electronic form).

Finalize Master Plan

One (1) Public Meeting - The Consultant will plan, coordinate, and execute one (1) public meeting at the end of the Refining Design Options Phase to present final design options. The Consultant will coordinate with the City of Austin on a meeting date and time. The City of Austin will be responsible for sending out meeting notices, letters to notify public officials, and media release announcements for each meeting. These materials will be developed by the Consultant. The City of Austin will be responsible for duplicating the public officials' letters and mailing them, and distributing the media releases. The distribution of flyers or post cards should be achieved by the most cost effective methods using City of Austin resources available such as periodic mailings, newsletters, websites, bill inserts, etc. The Consultant will prepare questionnaires, sign-in sheets, and comment forms for the meeting. Content, production, and duplication of any other meeting handouts will be the responsibility of the Consultant. The Consultant will prepare exhibits as needed and provide personnel to conduct and staff the public meeting. The Consultant may request City of Austin staff assistance as needed. The Consultant will compile comments received at the meeting, and produce documentation of the comments from each meeting.

E-Newsletter Blasts - The Consultant will promote the public meeting, and provide project updates to outreach list contacts through E-Newsletter blasts. One (1) e-newsletters will launch ahead of the public meeting after the design development phase to promote attendance. One (1) additional e-newsletter will provide project updates after the public meeting, on a quarterly schedule.

Deliverables

- Questionnaires and comment forms for public meetings.
- Attendance sheets for public meeting.
- Two (2) E-Newsletter Blasts; one (1) promoting public meeting and one (1) additional quarterly update.
- Appropriate exhibits and/or displays for public meeting, including push cards, posters, flyers.
- Documentation of public meeting including: photographs or copies of informational displays, number of people attending, handouts and questionnaires distributed at the meetings, comment cards, and letters received, attendance sheets from each meeting, contact lists used in outreach efforts, and summary of oral and written input. (2 copies, 1 in electronic form).

Reimbursables – (Out of Pocket Expenses)

Printing, Event Related Expenses, and Informational Display Stands - The Consultant will coordinate with the City of Austin on printing materials, including push cards, fact sheets, and flyers; and also event related expenses, such as tables, projection and audio equipment. Other production expenses may include informational display stands to support public information efforts.

CULTURAL STRATEGIES

Supplementary

Facebook Promotion Budget – The Consultant will discuss the implementation of a promotional campaign on Facebook to inform the community and build attendance for project events and public meetings. The Consultant would coordinate with the City of Austin on a budget for the Facebook promotional efforts, and the cost will be added as an out of pocket reimbursable expense.

Cultural Strategies Inc.
ESB-MACC - Master Plan
CLMP213

Preliminary Services

	Approved COA Rate	Total Hours
Team Personnel		
Public Information & Marketing Corp Manager	\$ 127.71	28
Public Involvement, Community Outreach	\$ 99.99	30

Phase: Programming

	Approved COA Rate	Total Hours
Team Personnel		
Public Information & Marketing Corp Manager	\$ 127.71	30
Public Involvement, Community Outreach	\$ 99.99	30

Phase: Refining Design Options

	Approved COA Rate	Total Hours
Team Personnel		
Public Information & Marketing Corp Manager	\$ 127.71	20
Public Involvement, Community Outreach	\$ 99.99	20

Phase: Finalize Master Plan

	Approved COA Rate	Total Hours
Team Personnel		
Public Information & Marketing Corp Manager	\$ 127.71	20
Public Involvement, Community Outreach	\$ 99.99	20

Reimbursables*

Lump Sum

Total Project Fee

**Reimbursables: Printing of Flyers, Postcards, Posters, Event Collateral, etc...*

Total Fee	Percentage
\$ 3,575.88	
\$ 2,999.70	
\$ 6,575.58	29%

Total Fee	Percentage
\$ 3,831.30	
\$ 2,999.70	
\$ 6,831.00	30%

Total Fee	Percentage
\$ 2,554.20	
\$ 1,999.80	
\$ 4,554.00	20%

Total Fee	Percentage
\$ 2,554.20	
\$ 1,999.80	
\$ 4,554.00	20%

\$ 500.00

\$ 23,014.58

CATEGORY 1 LOADED HOURLY RATE SHEET for:
Cultural Strategies, Inc.

CCO Approved Rate Date:
 6/17/2016

			Category 1 Loaded Hourly Rate	
Standard Titles	Key Personnel	TX Lic. No.	Discipline	
Key Personnel	Sebastian Puente		Public Information & Marketing Corporate Manager	\$127.71 /hr
Key Personnel	Juan G. Tornoe		Public Information & Corporate Manager	\$127.71 /hr
Community Engagement Consultant			Public Involvement; Community Outreach	\$99.99 /hr

CATEGORY 2 LOADED HOURLY RATE SHEET for:
Cultural Strategies, Inc.

CCO Approved Rate Date:
6/17/2016

				Category 2 Loaded Hourly Rate
Standard Titles	Key Personnel	TX Lic. No.	Discipline	
Key Personnel	Sebastian Puente		Public Information & Marketing Corporate Manager	\$132.35 /hr
Key Personnel	Juan G. Tornoe		Public Information & Corporate Manager	\$132.35 /hr
Community Engagement Consultant			Public Involvement; Community Outreach	\$103.63 /hr



8120 North IH 35, Ste. 101, Austin, Texas 78753 • (512) 524-7411 • sharalb@majesticsvc.com

January 23, 2017

Jaime Beaman, AIA, President
CasaBella Architects
3821 Juniper Trace, #104
Austin, Texas 78738

Reference: Emma Barrientos Mexican American Cultural Center
Master Plan

Dear Mr. Beaman:

Majestic Services, Inc. is pleased to be a part of your team to provide cost budgeting services for the referenced project.

Our scope of work includes the following:

1. Preparation of budgetary cost estimates of key elements used in preliminary design options.
2. Refinement of the cost estimates for use in the economic analysis and final 2-3 options presented in Public Meeting #3.
3. Assist CasaBella Architects in defining the cost estimate for the final master plan option.

These cost estimates are not intended to be detailed, but rather used for budgetary purposes to provide a range of cost for the different elements included in the master plan.

Our fee is broken down as follow:

	President	Cost Estimator	Sr. Cost Estimator	
	Hourly Rate	\$ 187.04	\$ 83.51	\$ 129.49
1 1st Prelim Design Options	8	36	8	\$ 5,538.60
2 Refine Costs	4	14	8	\$ 2,953.22
3 Final Cost Estimate	2	8	4	\$ 1,560.12
Hours and Fee	14	58	20	\$ 10,051.94

Sincerely,

Sharal A. Brown

Sharal A. Brown

CATEGORY 1 LOADED HOURLY RATE SHEET for:
Majestic Services, Inc.

CCO Approved Rate Date:
1/18/2017

				Category 1 Loaded Hourly Rate
Standard Titles	Name	TX Lic. No.	Discipline	
Key Personnel	Sharal Brown		President	\$187.04 /hr
Key Personnel	Alan Dumas		Senior Cost Estimator	\$129.49 /hr
Key Personnel	Yamini Banda		Cost Estimator	\$83.51 /hr

CATEGORY 2 LOADED HOURLY RATE SHEET for:
Majestic Services, Inc.

CCO Approved Rate Date:
1/18/2017

				Category 2 Loaded Hourly Rate
Standard Titles	Name	TX Lic. No.	Discipline	
Key Personnel	Sharal Brown		President	\$195.62 /hr
Key Personnel	Alan Dumas		Senior Cost Estimator	\$135.43 /hr
Key Personnel	Yamini Banda		Cost Estimator	\$87.34 /hr

January 26, 2017

Stefan Molina
CasaBella Architects
3821 Juniper Trace, Suite 104
Austin, TX 78738

Subject: Revised Proposal for the Mexican American Cultural Center;
EPS #161179

Dear Stefan:

Economic & Planning Systems, Inc. (EPS) appreciates the opportunity to assist the CasaBella Architects team in the exploration of design, programming, and financing opportunities for the expansion of the Mexican American Cultural Center (MACC) in Austin. Per our discussions, EPS proposes to provide the following services:

Task 1: Project Initiation

EPS will participate in a project initiation meeting with the CasaBella team and the City's project management team to discuss the objectives, schedule, and logistics for this assignment. In this conversation, EPS will aim to clarify our role on the team and approach to the assignment, and will receive suggestions and instructions regarding data sources and stakeholders with whom we should correspond. EPS anticipates participating in this project initiation meeting by telephone unless it can be scheduled during another EPS visit to Austin.

Task 2: Financial Due Diligence

EPS will review written materials available from the MACC and/or City as well as conducting interviews with stakeholders over a two-day visit to Austin. EPS anticipates that the interviews will be coordinated by City staff, and will involve stakeholders including MACC representatives, City representatives from PARD, EDD, and the City's Parking Enterprise, and potentially others (including those familiar with the Downtown Austin PID and Waller Creek TIF). EPS will explore existing conditions, past practices, and potential resources, opportunities, and constraints regarding the financing of the MACC improvements. EPS will review the original funding for the MACC facility and its operations since opening, explore the revenues that might be generated by MACC programming itself (admissions, rental fees, concessions, etc.), and address the potential role of the existing Public Improvement District and TIF district, including the extent to which the PID and/or TIF may already be allocated or may have potential to address MACC costs. EPS will also

The Economics of Land Use



*Economic & Planning Systems, Inc.
One Kaiser Plaza, Suite 1410
Oakland, CA 94612
510 841 9190 tel
510 740 2080 fax*

*Oakland
Sacramento
Denver
Los Angeles*

www.epsys.com

discuss basic conditions or concepts regarding other potential City resources for the project, as well as the potential role of philanthropic organizations. This information will be helpful in understanding known conditions but will not necessarily be used to limit the vision for the MACC expansion. EPS will produce a brief Technical Memorandum relating the findings of this initial inquiry.

Task 3: Feasibility and Financing Strategy

As the MACC expansion concepts are developed, EPS will compare the estimated costs of various project components (to be prepared by other team members) to the available resources to see the extent to which the program elements can be funded from known or expected sources. In particular, EPS will prepare a basic pro forma for a parking garage at the MACC, arraying the expected development costs of such a garage against its potential operating revenues and costs based on information from other downtown parking pro formas that EPS has reviewed in recent years and/or specific information that can be provided by the MACC or the City (such as the costs and revenues for the public parking at City Hall, the Convention Center, Seaholm, etc.). To the extent that financing gaps may persist for the parking garage and/or other elements of the MACC plan, EPS will aim to identify potential sources to fill that gap, such as voter-approved bonds, grant programs, etc. as well as unique concessions/leasing opportunities (such as events for SXSW or other revenue-producing opportunities). For each such option, EPS will aim to describe the scale of potential revenue generation and any known constraints to achieving those results, such as City policies regarding the use of public facilities. EPS will produce a Technical Memorandum relating our findings for consideration and incorporation by the CasaBella Team.

Task 4: Presentation of Findings

EPS will participate in one public meeting in Austin to discuss the MACC improvement plan and its financing opportunities and constraints. The date and specific audience for this public presentation will be determined jointly by the CasaBella Team and the City's project managers. If EPS is requested to participate in additional public presentations, a budget amendment will be required.

The maximum budget to complete the work program is **\$19,000**. EPS charges for its services on a direct cost (hourly billing rates and direct expenses) not-to-exceed basis; therefore, you would be billed only for the work completed up to the total authorized budget amount.

EPS looks forward to the opportunity to work on this project. Please call me at (510) 841-9190 if you have questions or require changes to this proposal.

Sincerely,



Darin Smith
Managing Principal

BUDGET ESTIMATE WORKSHEET

Company: Economic & Planning Systems, Inc.

Revision:

Project: MACC

Prepared By: Darin Smith

Date: February 28, 2017

WBS Levels:			
1		1.1	1.1.1
Phase		Task	Sub-Task

Personnel:	Smith			
Position:	MP	Associate	search Analyst	
Rate:	\$237.42	\$103.56	\$94.78	\$0.00
				\$0.00
				Sub-totals

[illegible]

Task Hour Totals:

Reimbursable Expenses:

Phase Total:

\$ 2,001.48

\$ 19,000.00

CATEGORY 1 LOADED HOURLY RATE SHEET for:
Economic & Planning Systems, Inc.

CCO Approved Rates Period:
 3/2/2017 -- 3/1/2018

Standard Titles	Name	TX Lic. No.	Discipline	Category 1 Loaded Hourly Rate	
Key Personnel	Darin Smith		Managing Principal	\$237.42	/hr
Associate Consultant I			Land use Economist with graduate degree	\$103.56	/hr
Research Analyst I			Economics Researcher with UG Degree	\$94.78	/hr

CATEGORY 2 LOADED HOURLY RATE SHEET for:
Economic & Planning Systems, Inc.

CCO Approved Rates Period:
3/2/2017 -- 3/1/2018

				Category 2 Loaded Hourly Rate
Standard Titles	Name	TX Lic. No.	Discipline	
Key Personnel	Darin Smith		Managing Principal	\$248.31 /hr
Associate Consultant I			Land use Economist with graduate degree	\$108.31 /hr
Research Analyst I			Economics Researcher with UG Degree	\$99.12 /hr



QUALITY CONTROL PLAN

ALL SECTIONS MUST BE EDITED BY CONSULTANT TO MEET SPECIFIC PROJECT NEEDS.

The City of Austin (COA) requires detailed responses on this Quality Control Plan (QCP) questionnaire for the Consultant's performance of all work on the following Project:

Project Name: Emma S. Barrientos Mexican American Cultural Center

Location: 600 River Street, Austin, TX 78701

CIP ID#: 5201.005

Contract #: CLMP213

COA PM: Kim McKnight

COA Sponsor Dept.: Parks and Recreation

The Work consists of: Master Planning Services

Consultant Name: Jaime Beaman, AIA, Inc. dba CasaBella Architects

Consultant Contact Information: Jaime Beaman, AIA, Inc., President

3821 Juniper Trace #104

Austin, Texas 78738

512-458-5700 jbeaman@casabella-architects.com

Consultant's TBPE and/or TBAE firm number: BR 720

This QCP document has been reviewed by a Principal of the Consultant Firm and members of the Project Design Team (PDT) and Independent Technical Review Team (ITRT). By signing below, the Consultant is certifying compliance with this QCP.

Principal Signature

Jaime Beaman, AIA

Principal Printed Name

PDT Signature

Stefan J. Molina

PDT Printed Name

ITRT Signature

Jaime F. Palomo, AIA

ITRT Printed Name

NOTE: Certain COA rotation lists* allow a master QCP to be submitted at the start of the contract, prior to any assignments. If this assignment is for a Consultant that has already submitted an approved master QCP, and this assignment is consistent with the approved QCP, a copy of this completed signature page is all that is required for the QCP submittal.

*Rotation Lists with master QCP's include: Subsurface Utility Engineering Services; Surveying Services; Commissioning Agent; Space Planning; and Geotechnical, Construction Materials, and Forensic Engineering Services

1. Management Philosophy

Using independent reviews to verify quality throughout the production of design documents provides an objective perspective to identify mistakes, omissions, errors, and other items of concern.

- a. Describe the personnel that will be dedicated to this project, including a Project Design Team (PDT) that will be accountable to an Independent Technical Review Team (ITRT).

Jaime Beaman, AIA will serve as the lead designer for the master planning process.

Stefan Molina will serve as the support personnel and be responsible for the development of renderings and final report.

Jaime Palomo, AIA will be part of the ITRI team responsible for Quality Control.

- b. Describe how the Consultant's management team will ensure quality control during production of the design documents, specifically: 1) establishing the PDT's internal quality checks/reviews and 2) assessment of the ITRT's contributions to the quality of design documents.

Quality Control Procedures

A. All design activities must go through a formal review process. This includes all calculations, drawings and specifications. Internal project team meetings are held at previously established stages of design to allow for and encourage inter-disciplinary coordination. Attending these design meetings are the decision makers for each discipline.

B. Access to design documents is managed via a CasaBella project website. These documents will be available only to the Client and members of the Design Team.

C. Quality control comments will be documented on an excel spreadsheet, that will identify:

- i. Issue in question
- ii. Date of drawings
- iii. Date issue was either corrected or explained.

D. The ITRT principal will be responsible for the creation and monitoring of the excel spreadsheet with QA/QC comments. At the completion of each phase of the design (SD, DD, or CD) an in-house meeting with the design consultants will be held to review comments and decide on corrections that need to be implemented.

E. Follow-up plan includes the updating of the excel spreadsheet which addresses each comment and the resolution.

F. The design coordination is carried out by Stefan Molina. Meetings are held as needed to discuss:

- i. Design issues
- ii. Coordination issues
- iii. Project phasing

G. Each member of the Project Team will be responsible for quality control of their individual discipline. They must manage and perform their services to produce quality documents that meet the standards of The City of Austin and our firm. They must adhere to QA/QC procedures during the execution of their work.

H. Coordination of all design disciplines will be the responsibility of the Project Manager in charge. Communication between all disciplines will be coordinated by the Project Manager and documented as required.

I. Design Checks:

i. Reviews – The ITRT principal will be responsible for the creation and monitoring of the excel spreadsheet with QA/QC comments. At the completion of each phase of the design an in-house meeting with the Design Team will be held to review comments and decide on corrections that need to be implemented.

ii. Standards and codes – We perform a thorough research on all applicable codes and standards for the project. IN the final report of the project we include information such as: applicable building code, building type, occupancy, and other macro design issues.

iii. Meeting design criteria – A thorough programming or programming confirmation effort is conducted looking at all issues concerning spatial requirements, and long range maintenance of equipment is analyzed and confirmed, meeting the needs of the Client.

2. Management/Organization Structure

The project organization chart should demonstrate the independence of the ITRT and show that they report to a management level equal to (or higher than) the PDT. Resumes establish that ITRT members have proper credentials and QA/QC experience.

- a. An organization chart is attached to this QCP: ☒ Yes
- b. Resumes for all members of the ITRT are attached to this QCP: ☒ Yes
- c. Describe below who manages the ITRT, whether the ITRT is internal or external to the design consulting firm, and how the ITRT is independent of the PDT.

Jaime Palomo, AIA, Principal of CasaBella Architects will manage the ITRT. BecauAll communications will be in meetinse this is not a full design/construct project, the scope of QAQC is less. He will be independent of the PDT but will participate in all mayor stakeholder meetings to better understand the needs of the master plan. He will not be involved in the preparation and execution of the final report.

3. Quality Control Procedures

Proper communication among all parties is crucial to the QAQC effort, particularly in identifying and resolving problems.

- a. Describe the management of QCP communications with all parties (both internally, within the Consultant's organization, and externally).

All communications will be through meetings, phone calls, and email. All important issues are documented in meeting minutes or notes. During the coordination of drawings, notes are placed on drawings and then scanned to keep a record of changes made in each meeting. This will be done internally and externally.

- b. How will identified problems be tracked, followed-up on, and resolved?

The ITRT principal will be responsible for the creation and monitoring of an Excel spreadsheet with QA/QC comments. At the completion of each phase these comments will be reviewed and deleted from the spreadsheet as they are incorporated.

All parties, particularly members of the PDT, must have a clear understanding of their roles and responsibilities. Because the various elements of the design documents must coordinate properly, all consulting disciplines must work together.

- c. Describe the efforts within the PDT to achieve interdisciplinary design coordination, including details regarding relationships among participants, accountability, authority, and differing responsibilities.

The ITRT principal will be responsible for the creation and monitoring of an Excel spreadsheet with QA/QC comments. At the completion of each phase these comments will be reviewed and deleted from the spreadsheet as they are incorporated.

Interim reviews of design documents lead to early identification and correction of problems.

- d. Provide details of the procedures for design checks and reviews, specifically addressing the correct application of methods, validity of data/assumptions, accuracy of calculations, completeness of documentation, and special project components.

Design checks will be done periodically. In the case of this master plan, all issues need to be resolved prior to the next major stakeholder meeting and final presentation to the community.

- e. What types and on what frequency will reviews occur?

Prior to the major stakeholder meetings and final presentation. In this case three major reviews.

- f. What standards, codes, laws, and specifications apply to this project?

All local regulations.

- g. How will applicable environmental requirements be identified and addressed?

Civil engineer will be responsible for verifying that environmental issues are addressed in the master plan.

The ITRT's role is to identify and oversee the correction of design deficiencies or errors before the PM reviews the design products.

- h. What steps will be taken to validate the assumptions and analytical methods used, as well as verify that the procedural details are accurate, appropriate, and fully coordinated?

See 3.c. It should be noted that this is a master planning exercise and not the design and construction of a building.

- i. How will the identification of problems, opportunities, and any design components that require special reviews be verified? How will the appropriateness of the identified alternatives be confirmed?

Special reviews will not be required.

- j. What process will be used to determine if results and recommendations are reasonable, comply with all requirements, and are supported by the documents?

This will be at the discretion of the ITRT principal.

- k. What steps will be taken to identify any deviations from Consultant's policies, guidelines, and standards? How will the acceptability of these deviations be verified with the appropriate parties?

All deviations will be reviewed with final determination by the Prime Design principal and the ITRT principal.

- l. Describe how the ITRT will confirm that the design documents meet the COA's needs and result in a project that is biddable, constructible, operable, environmentally sound, and cost effective.

NA for this project.

Staff turnover on any project can significantly delay the completion of work and negatively affect the quality of the products. This is particularly true for QAQC efforts.

- m. Describe how Consultant's management will maintain the required level of effort and resources throughout the project to meet quality requirements, and include a contingency plan for replacement of key PDT and/or ITRT staff.

Staff turnover or departure is a common challenge in any business. The consultants on our team are experienced firms that have dealt with this issue in the past. WE are all committed to doing quality work on this project.

4. Documentation

Document control is critical to maintaining the independence and integrity of the ITRT. COA staff must be able to track, using QCP records, how each step of the QAQC process is executed.

- a. Describe the document control plan, including procedures for tracking versions of documents and how access to design/QCP documents will be controlled.

All phases of work will be scanned and filed on a project website for tracking purposes.

Comprehensive and well-organized records are crucial to any QAQC effort and demonstrate to COA that all elements of the QCP are fully and properly implemented.

- b. Describe the Consultant's records control plan for all internal review documents and all associated comments and responses, including details of the plan and a description of all documents retained in Consultant's files. Provide confirmation that each file's document type will be recorded and compiled according to an established file index system.

We confirm that all documents of importance will be recorded and made available to the City and project team.

All of Consultant's files will be auditable and available to COA upon request.

- c. Describe the file index system that Consultant will use to record and compile documents of different types.

The key files will be broken into four:

- a. one each after the three major stakeholder meetings and the final after completion of the final report.

5. Schedule

The project schedule must be realistic, detailed, and reflect an accurate understanding of all work and review elements. Specific deadlines must be established and met.

- a. The following design schedule shows the sequence of tasks to be completed within the time period specified by COA. (Schedule must include design submittal dates to COA, PDT reviews, ITRT reviews, time for revisions to internal comments prior to submittals to COA, and time for all applicable COA reviews including but not limited to COA Project Management Division, Quality Management Division, and Development Services Department.)

See attached schedule.

- b. How will all QCP measures be tracked to avoid project delays?

See 3.c

NOTE: At the completion of the project, a certified statement signed by a Principal of the Consultant Firm, and a member of both the PDT and the ITRT is required to be submitted to COA verifying compliance with this QCP for all phases of the project.

Upon completion of this form, please email the QCP to the COA Project Manager assigned to this project and copy the Quality Management Division at QMD@austintexas.gov. If you have any questions regarding the QCP form, you may contact the Quality Management Division at QMD@austintexas.gov.

Team Organizational Chart

* Historically Underutilized
Business (HUB) Certified Firm



RESPONDENT (PRIME FIRM) - ARCHITECTURAL
* CASABELLA ARCHITECTS
Austin, Texas

Jaime Beaman, AIA, LEED AP BD+C
- Project Principal

CONSULTANTS

LANDSCAPE ARCHITECT

* ASAKURA ROBINSON COMPANY LLC
Austin, Texas

Margaret Robinson, ASLA, PLA, LEED AP, TBAE – Principal

COST ESTIMATING

* MAJESTIC SERVICES INC.
Austin, Texas

Sharal Brown – President

CIVIL ENGINEER

* URBAN DESIGN GROUP
Austin, Texas

Laura Touns – Vice-President

COMMUNITY ENGAGEMENT

* CULTURAL STRATEGIES
Austin, Texas

Sebastian Puente – Principal

**FINANCING STUDY
ECONOMIC & PLANNING SYSTEMS**
Oakland, California

Darin Smith – Managing Principal



Jaime Palomo, AIA
Vice President, CasaBella Architects
Project Manager/Architect

Mr. Palomo is responsible for day-to-day operations through all stages of the project. His technical excellence and organizational skill lend themselves well to his role as Project Architect in managing the daily project process from programming through construction documents, construction administration and closeout.

Location and Years with Firm

Austin, Texas
19 Years

Registrations

Texas Architect #15565

Affiliations

AIA Austin Chapter – Member

Education

University of Texas at Austin
- Master of Science in
Architectural Studies

Louisiana State University,
Baton Rouge - Bachelor of
Architecture, Magna Cum
Laude

Skills

Architecture
Interior Design
Planning and Feasibility
Studies
Project Management

As Vice President and Partner of CasaBella, Mr. Palomo has built a valued reputation among clients and consultants for his ability to interpret programming requirements into building design solutions that fall consistently within the client's budget constraints. Mr. Palomo is also well regarded for his understanding of how to work efficiently and effectively with the consulting disciplines on the client's behalf.

Mr. Palomo's experience, prior to joining CasaBella in 1996, includes work on large institutional projects such as the Samsung Austin Semiconductors - Central Utilities Building and the Motorola ULSI/MOS13 Expansion at the Ed Bluestein Campus.

PROJECT EXPERIENCE (PARTIAL)

- ▶ **City of Austin Montopolis Recreation Center Renovations** - \$600,000 renovation included locker rooms/restrooms, kitchen/offices and storage. Recommendations for necessary repairs included structural, HVAC, plumbing and ADA modifications.
- ▶ **Davis Water Treatment Plant.** Architectural services for New Medium Service Pump Station in conjunction with AECOM for the City of Austin.
- ▶ **Ullrich Water Treatment Plant.** \$72M expansion to existing water treatment plant for City of Austin, designed according to LEED Guidelines. Recipient of the 2006 AIA Austin Merit Award. With Camp Dresser McKee.
- ▶ **Mexican American Cultural Center.** Project Architect for \$45M facility (all phases) for the City of Austin, designed according to LEED Guidelines.
- ▶ **TFC Sexton Cottage Renovation.** Renovation of the caretaker's cottage at the Texas State Cemetery. Along with cost estimates for exterior roofing and siding, CasaBella provided conceptual designs for floor plans and elevations with recommendations for repairs and renovations to the property.
- ▶ **Hays County Jail.** \$500,000 interior renovation to existing jail facility during ongoing operations, with facility assessments and recommendations for repairs which included replacing the floor and its drains, sloping the floor to drain, sinks, cosmetic repairs and removing walls in the restroom per ADA compliance standards.



Jaime Palomo, AIA continued

Project Experience: Commercial

- ▶ Bohl's Ranch Retail Center - 45,000 sf Mixed Use Development
- ▶ Sawyer Ranch Retail Center - 16,000 sf Retail Center
- ▶ Gracy Farms Retail Center - Design/Construction Documents for 17,000 sf tilt wall shell building
- ▶ Hampton Inn Hotel - 72 room hotel in Lakeway, Texas.
- ▶ Brodie Center - New Retail Center
- ▶ Mangia Pizza - Restaurant Interior Finish Out

Project Experience: Urban & Transportation

- ▶ ABIA Ground Transportation Staging Area - Full architectural services for the parking management and taxi building project at the new Austin Airport.
- ▶ Light Rail Station - Conceptual and schematic planning and design, as well as development of outline specifications and cost estimates.
- ▶ Austin Capital Metro - Facilities Master Planning
- ▶ CMTA Domain Station - Transit Oriented Design around a commuter rail station. One major property owner was involved to determine final location of the station and master planning around station.

Project Experience: Higher Education

- ▶ Huston-Tillotson University Mary E. Branch Gym Locker Room Renovations - Renovations to existing locker rooms at Mary E. Branch Gym at Huston-Tillotson University.
- ▶ Huston-Tillotson University Historic Library Renovation and RAM Café - \$1.4M complete overhaul of 16,000 sf on an extremely tight 9-month schedule, with creative and cost-effective design solutions to bring the HT's vision to life.
- ▶ Angelo State University - Multiple Renovations - Dormitory renovations, Nursing School High-Fidelity Simulation Laboratory renovation, Math and Computer Science Building EIFS replacement project, the Agriculture Education Training Center Addition to Mayer-Rousselot, and Texan Hall Boiler Canopy new construction.
- ▶ The University of Texas at Austin - On-going renovation projects for five classrooms and administrative buildings including the College of Communication, Townes Hall, the George I. Sanchez Building, and the Development Office Building.
- ▶ San Angelo State University - Dormitory renovations, Agricultural Training Center, Math and Computer Science Building renovation

Project Experience: K-12

- ▶ Austin Independent School District - Prototype Elementary School Design, Bernice Hart Elementary School, Northeast Elementary School
- ▶ Eanes Independent School District - New Maintenance/Warehouse Facility and renovations to several schools.

Tentative Start Date 4-1-2017

Open House/Public Mtg. #1

Focus Group Migs (8) (Programming)

Review Existing Info (all team)

Document Mtg #1 notes

Prepare Design Options (Arch/LA/Civil)

Public Mtg #2 (present design options)

Refine Design Options

Parking and vehicular circulation

Cost Estimates

Economic Analysis

Public Mgt #3 (present 2-3 options)

Finalize One Master Plan Option

Board/Commission Presentations (10)

Additional Public Outreach Activities

Electronic communications (monthly)

Website Update:

Social Media (periodically)

News Media

ATTACHMENT 5: RESOURCE ALLOCATION PLAN
Emma S. Barrientos - Mexican American Cultural Center Master Plan

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

Task Description	Budget	Start Date	End Date	Arch	L Arch	Civil	Public	Budget	Economic	Subtotals	% Complete	% Paid	% Time
A. Master Planning	\$276,431.35	4/3/2017	3/30/2018										
Task 1 Site Survey and Review Docs	\$21,727.00	3-Apr-17	30-May-17	\$ 9,289	\$ 2,999	\$ 8,964			\$ 475	\$ 21,727	0.0%	0.0%	0.0%
Task 2 Prepare Open House/Public Mtg #1	\$19,275.94	1-May-17	18-May-17	\$ 11,991	\$ 1,573	\$ 5,712	\$ -			\$ 19,276	0.0%	0.0%	0.0%
Task 2a Open House/Public Mtg. #1	\$8,262.41	17-May-17	18-May-17	\$ 4,259	\$ 381	\$ 1,431	\$ 2,192			\$ 8,262	0.0%	0.0%	0.0%
Task 3 Focus Group Meetings	\$4,623.84	1-May-17	3-Jul-17	\$ 4,624						\$ 4,624	0.0%	0.0%	0.0%
Task 4 Draft Programming Document	\$12,612.36	3-Jul-17	1-Aug-17	\$ 5,781			\$ 6,831			\$ 12,612	0.0%	0.0%	0.0%
Task 4a Final Programming Document	\$2,129.28	1-Jan-18	1-Jan-18	\$ 2,129			\$ -			\$ 2,129	0.0%	0.0%	0.0%
Task 5 Design Options for Mtg #2	\$63,514.62	12-Jun-17	18-Aug-17	\$ 34,281	\$ 6,230	\$ 15,188	\$ 2,277	\$ 5,539		\$ 63,515	0.0%	0.0%	0.0%
Task 6 Public Mtg #2	\$9,845.08	30-Aug-17	31-Aug-17	\$ 4,259	\$ 1,964	\$ 1,431	\$ 2,192			\$ 9,845	0.0%	0.0%	0.0%
Task 7 Design Options for Mtg #3	\$52,322.02	4-Sep-17	10-Nov-17	\$ 24,545	\$ 8,937	\$ 16,563	\$ 2,277	\$ 2,953		\$ 52,322	0.0%	0.0%	0.0%
Task 8 Budgetary Cost Estimates	\$5,476.04	9-Sep-17	10-Dec-17	\$ 1,440	\$ 1,083					\$ 5,476	0.0%	0.0%	0.0%
Task 9 Identify Funding Strategies	\$18,632.40	4-Sep-17	31-Dec-17	\$ 2,109					\$ 16,524	\$ 18,632	0.0%	0.0%	0.0%
Task 10 Public Mtg #3	\$10,183.92	13-Dec-17	14-Dec-17	\$ 5,030	\$ 1,530	\$ 1,431	\$ 2,193			\$ 10,184	0.0%	0.0%	0.0%
Task 11 Board/Commission	\$4,217.44	1-Feb-18	30-Mar-18	\$ 4,217	\$ -	\$ -				\$ 4,217	0.0%	0.0%	0.0%
Task 12 Renderings	\$13,464.40	1-Nov-17	26-Jan-18	\$ 13,464						\$ 13,464	0.0%	0.0%	0.0%
Task 13 Final Report	\$25,643.60	1-Nov-17	26-Jan-18	\$ 13,506	\$ 3,548	\$ 2,476	\$ 4,554	\$ 1,560		\$ 25,644	0.0%	0.0%	0.0%
Subtotal Fee	\$271,930.35			\$140,925	\$28,244	\$53,196	\$22,515	\$10,052	\$ 16,999	\$271,930	0.0%	0.0%	0.0%
Reimbursables	\$4,501.00	NA	NA	\$ 1,500	\$ -	\$ 500	\$ 500		\$ 2,001	\$ 4,501			
TOTALS	\$276,431.35			\$142,425	\$28,244	\$53,696	\$23,015	\$10,052	\$ 19,000	\$276,431	0.0%	0.0%	0.0%
Phase Total													
B. Design Phase	\$0.00										0.0%	0.0%	0.0%
Phase Total													
C. Bid-Award Execution Phase	\$0.00										0.0%	0.0%	0.0%
Phase Total													
D. Construction Phase	\$0.00										0.0%	0.0%	0.0%
Phase Total													
E. Post-Construction Phase	\$0.00										0.0%	0.0%	0.0%
Phase Total													
Project Total	\$276,431.35										0.0%	0.0%	0.0%

APPROVED FIXED CONSTRUCTION BUDGET:

DATE OF CURRENT FCB:

Emma S. Barrientos Mexican American Cultural Center		CasaBella Architects - CBA		Cultural Strategies - CS	
Master Planning		Urban Design Group - UDG		Majestic Services - MS	
CIP ID #5201.005		Asakura Robinson - AS		Economic Planning - EPS	
		Hours	Rate	Cost	
Task 1	Site Survey & Review Documents				
	Managing Architect VI (CBA)	16	\$263.59	\$4,217.44	
	Managing Architect V (CBA)	8	\$151.62	\$1,212.96	
	Supervisory Architect IV (CBA)	40	\$96.46	\$3,858.40	CBA
	Principal (UDG)	10	\$215.78	\$2,157.80	
	Sr. Engineer (UDG)	12	\$177.97	\$2,135.64	
	Plan Processor (UDG)	16	\$59.28	\$948.48	
	Tech 8 (UDG)	48	\$77.55	\$3,722.40	UDG
	Principal (AR)	4	\$165.95	\$663.80	
	Supervisory Architect II (AR)	8	\$95.24	\$761.92	
	Planner II (AR)	8	\$75.04	\$600.32	
	Architect Associate II (AR)	8	\$70.03	\$560.24	
	Principal Administrator (AR)	4	\$103.19	\$412.76	AR
	Managing Principal (EPS)	2	\$237.42	\$474.84	
	Research Analyst (EPS)	0	\$94.78	\$0.00	EPS
Total Task 1				\$21,727.00	

Emma S. Barrientos Mexican American Cultural Center		CasaBella Architects - CBA			Cultural Strategies - CS	
Master Planning		Urban Design Group - UDG			Majestic Services - MS	
CIP ID #5201.005		Asakura Robinson - AS			Economic Planning - EPS	
		Hours	Rate	Cost		
Task 2	Prepare for Open house/Public Mtg #1					
	Managing Architect VI (CBA)	16	\$263.59	\$4,217.44		
	Managing Architect V (CBA)	36	\$151.62	\$5,458.32		
	Supervisory Architect IV (CBA)	24	\$96.46	\$2,315.04	\$11,990.80	CBA
	Principal (UDG)	0	\$215.78	\$0.00		
	Sr. Engineer (UDG)	12	\$177.97	\$2,135.64		
	Plan Processor (UDG)	8	\$59.28	\$474.24		
	Tech 8 (UDG)	40	\$77.55	\$3,102.00	\$5,711.88	UDG
	Principal (AR)	2	\$165.95	\$331.90		
	Supervisory Architect II (AR)	4	\$95.24	\$380.96		
	Planner II (AR)	4	\$75.04	\$300.16		
	Architect Associate II (AR)	8	\$70.03	\$560.24		
	Principal Administrator (AR)	0	\$103.19	\$0.00	\$1,573.26	AR
Total Task 2					\$ 19,275.94	

Emma S. Barrientos Mexican American Cultural Center		CasaBella Architects - CBA		Cultural Strategies - CS	
Master Planning		Urban Design Group - UDG		Majestic Services - MS	
CIP ID #5201.005		Asakura Robinson - AS		Economic Planning - EPS	
		Hours	Rate	Cost	
Task 2a	Open House/Public Mtg. #1				
	Managing Architect VI (CBA)	8	\$263.59	\$2,108.72	
	Managing Architect V (CBA)	4	\$151.62	\$606.48	
	Supervisory Architect IV (CBA)	16	\$96.46	\$1,543.36	CBA
	Principal (UDG)	3.333	\$215.78	\$719.19	
	Sr. Engineer (UDG)	4	\$177.97	\$711.88	
	Plan Processor (UDG)	0	\$59.28	\$0.00	
	Tech 8 (UDG)	0	\$77.55	\$0.00	UDG
	Principal (AR)	0	\$165.95	\$0.00	
	Supervisory Architect II (AR)	4	\$95.24	\$380.96	
	Planner II (AR)	0	\$75.04	\$0.00	
	Architect Associate II (AR)	0	\$70.03	\$0.00	
	Principal Administrator (AR)	0	\$103.19	\$0.00	AR
	Public Info & Marketing Corp Mgr. (CS)	9.333	\$127.71	\$1,191.92	
	Public Involvement, Community Outreach (CS)				
		10	\$99.99	\$999.90	CS
	Total Task 2a				\$ 8,262.41
Task 3	Focus Group Meetings (4)				
	Managing Architect VI (CBA)	12	\$263.59	\$3,163.08	
	Managing Architect V (CBA)	2	\$151.62	\$303.24	
	Supervisory Architect IV (CBA)	12	\$96.46	\$1,157.52	CBA
	Total Task 3				\$ 4,623.84

Emma S. Barrientos Mexican American Cultural Center		CasaBella Architects - CBA		Cultural Strategies - CS	
Master Planning		Urban Design Group - UDG		Majestic Services - MS	
CIP ID #5201.005		Asakura Robinson - AS		Economic Planning - EPS	
		Hours	Rate	Cost	
Task 4	Draft Programming Document				
	Managing Architect VI (CBA)	12	\$263.59	\$3,163.08	
	Managing Architect V (CBA)	2	\$151.62	\$303.24	
	Supervisory Architect IV (CBA)	24	\$96.46	\$2,315.04	CBA
	Public Info & Marketing Corp Mgr. (CS)	30	\$127.71	\$3,831.30	
	Public Involvement, Community Outreach (CS)				
	Total Task 4	30	\$99.99	\$2,999.70	\$6,831.00 CS
					\$ 12,612.36
Task 4a	Final Programming Document				
	Managing Architect VI (CBA)	4	\$263.59	\$1,054.36	
	Managing Architect V (CBA)	2	\$151.62	\$303.24	
	Supervisory Architect IV (CBA)	8	\$96.46	\$771.68	CBA
	Total Task 4a			\$2,129.28	\$ 2,129.28

Emma S. Barrientos Mexican American Cultural Center		CasaBella Architects - CBA		Cultural Strategies - CS	
Master Planning		Urban Design Group - UDG		Majestic Services - MS	
CIP ID #5201.005		Asakura Robinson - AS		Economic Planning - EPS	
		Hours	Rate	Cost	
Task 5	Prepare Design Options for Mtg #2				
	Managing Architect VI (CBA)	60	\$263.59	\$15,815.40	
	Managing Architect V (CBA)	20	\$151.62	\$3,032.40	
	Supervisory Architect IV (CBA)	160	\$96.46	\$15,433.60	CBA
	Principal (UDG)	17.5	\$215.78	\$3,776.15	
	Sr. Engineer (UDG)	51	\$177.97	\$9,076.47	
	Plan Processor (UDG)	8	\$59.28	\$474.24	
	Tech 8 (UDG)	24	\$77.55	\$1,861.20	UDG
	Principal (AR)	4	\$165.95	\$663.80	
	Supervisory Architect II (AR)	16	\$95.24	\$1,523.84	
	Planner II (AR)	24	\$75.04	\$1,800.96	
	Architect Associate II (AR)	32	\$70.03	\$2,240.96	
	Principal Administrator (AR)	0	\$103.19	\$0.00	AR
	Public Info & Marketing Corp Mgr. (CS)	10	\$127.71	\$1,277.10	
	Public Involvement, Community Outreach (CS)	10	\$99.99	\$999.90	CS
	President (MS)	8	\$187.04	\$1,496.32	
	Cost Estimator (MS)	36	\$83.51	\$3,006.36	
	Sr. Cost Estimator (MS)	8	\$129.49	\$1,035.92	MS
Total Task 5				\$ 63,514.62	

Emma S. Barrientos Mexican American Cultural Center		CasaBella Architects - CBA		Cultural Strategies - CS	
Master Planning		Urban Design Group - UDG		Majestic Services - MS	
CIP ID #5201.005		Asakura Robinson - AS		Economic Planning - EPS	
	Hours	Rate	Cost		
Task 6					
Public Mtg. #2					
Managing Architect VI (CBA)	8	\$263.59	\$2,108.72		
Managing Architect V (CBA)	4	\$151.62	\$606.48		
Supervisory Architect IV (CBA)	16	\$96.46	\$1,543.36	\$4,258.56	CBA
Principal (UDG)	3.333	\$215.78	\$719.19		
Sr. Engineer (UDG)	4	\$177.97	\$711.88		
Plan Processor (UDG)	0	\$59.28	\$0.00		
Tech 8 (UDG)	0	\$77.55	\$0.00	\$1,431.07	UDG
Principal (AR)	2	\$165.95	\$331.90		
Supervisory Architect II (AR)	8	\$95.24	\$761.92		
Planner II (AR)	0	\$75.04	\$0.00		
Architect Associate II (AR)	8	\$70.03	\$560.24		
Principal Administrator (AR)	3	\$103.19	\$309.57	\$1,963.63	AR
Public Info & Marketing Corp Mgr. (CS)	9.333	\$127.71	\$1,191.92		
Public Involvement, Community Outreach (CS)	10	\$99.99	\$999.90	\$2,191.82	CS
Total Task 6				\$	9,845.08

Emma S. Barrientos Mexican American Cultural Center		CasaBella Architects - CBA		Cultural Strategies - CS	
Master Planning		Urban Design Group - UDG		Majestic Services - MS	
CIP ID #5201.005		Asakura Robinson - AS		Economic Planning - EPS	
	Hours	Rate	Cost		
Task 7					
Prepare Design Options for Mtg. 3					
Managing Architect VI (CBA)	40	\$263.59	\$10,543.60		
Managing Architect V (CBA)	16	\$151.62	\$2,425.92		
Supervisory Architect IV (CBA)	120	\$96.46	\$11,575.20	\$24,544.72	CBA
Principal (UDG)	21.5	\$215.78	\$4,639.27		
Sr. Engineer (UDG)	67	\$177.97	\$11,923.99		
Plan Processor (UDG)	0	\$59.28	\$0.00		
Tech 8 (UDG)	0	\$77.55	\$0.00	\$16,563.26	UDG
Principal (AR)	8	\$165.95	\$1,327.60		
Supervisory Architect II (AR)	30	\$95.24	\$2,857.20		
Planner II (AR)	26	\$75.04	\$1,951.04		
Architect Associate II (AR)	40	\$70.03	\$2,801.20		
Principal Administrator (AR)	0	\$103.19	\$0.00	\$8,937.04	AR
Public Info & Marketing Corp Mgr. (CS)	10	\$127.71	\$1,277.10		
Public Involvement, Community Outreach (CS)					
	10	\$99.99	\$999.90	\$2,277.00	CS
Total Task 7				\$ 52,322.02	

Emma S. Barrientos Mexican American Cultural Center		CasaBella Architects - CBA		Cultural Strategies - CS	
Master Planning		Urban Design Group - UDG		Majestic Services - MS	
CIP ID #5201.005		Asakura Robinson - AS		Economic Planning - EPS	
	Hours	Rate	Cost		
Task 8					
Prepare Budgetary Cost Estimates					
Managing Architect VI (CBA)	4	\$263.59	\$1,054.36		
Managing Architect V (CBA)	0	\$151.62	\$0.00		
Supervisory Architect IV (CBA)	4	\$96.46	\$385.84	\$1,440.20	CBA
Principal (AR)	2	\$165.95	\$331.90		
Supervisory Architect II (AR)	2	\$95.24	\$190.48		
Planner II (AR)	0	\$75.04	\$0.00		
Architect Associate II (AR)	8	\$70.03	\$560.24		
Principal Administrator (AR)	0	\$103.19	\$0.00	\$1,082.62	AR
President (MS)	4	\$187.04	\$748.16		
Cost Estimator (MS)	14	\$83.51	\$1,169.14		
Sr. Cost Estimator (MS)	8	\$129.49	\$1,035.92	\$2,953.22	MS
Total Task 8				\$ 5,476.04	
Task 9					
Identify Funding Strategies					
Managing Architect VI (CBA)	8	\$263.59	\$2,108.72		
Managing Architect V (CBA)	0	\$151.62	\$0.00		
Supervisory Architect IV (CBA)	0	\$96.46	\$0.00	\$2,108.72	CBA
Managing Principal (EPS)	68	\$237.42	\$16,144.56		
Research Analyst (EPS)	4	\$94.78	\$379.12	\$16,523.68	EPS
Total Task 9				\$ 18,632.40	

Emma S. Barrientos Mexican American Cultural Center		CasaBella Architects - CBA		Cultural Strategies - CS	
Master Planning		Urban Design Group - UDG		Majestic Services - MS	
CIP ID #5201.005		Asakura Robinson - AS		Economic Planning - EPS	
		Hours	Rate	Cost	
Task 10	Public Mtg. #3				
	Managing Architect VI (CBA)	8	\$263.59	\$2,108.72	
	Managing Architect V (CBA)	4	\$151.62	\$606.48	
	Supervisory Architect IV (CBA)	24	\$96.46	\$2,315.04	CBA
	Principal (UDG)	3.333	\$215.78	\$719.19	
	Sr. Engineer (UDG)	4	\$177.97	\$711.88	
	Plan Processor (UDG)	0	\$59.28	\$0.00	
	Tech 8 (UDG)	0	\$77.55	\$0.00	UDG
	Principal (AR)	2	\$165.95	\$331.90	
	Supervisory Architect II (AR)	6	\$95.24	\$571.44	
	Planner II (AR)	0	\$75.04	\$0.00	
	Architect Associate II (AR)	6	\$70.03	\$420.18	
	Principal Administrator (AR)	2	\$103.19	\$206.38	AR
	Public Info & Marketing Corp Mgr. (CS)	9.34	\$127.71	\$1,192.81	
	Public Involvement, Community Outreach (CS)	10	\$99.99	\$999.90	CS
	Total Task 10			\$2,192.71	\$ 10,183.93
Task 11	Board & Commission Presentations (6)				
	Managing Architect VI (CBA)	16	\$263.59	\$4,217.44	
	Managing Architect V (CBA)	0	\$151.62	\$0.00	
	Supervisory Architect IV (CBA)	0	\$96.46	\$0.00	CBA
	Total Task 11			\$4,217.44	\$ 4,217.44

Emma S. Barrientos Mexican American Cultural Center		CasaBella Architects - CBA		Cultural Strategies - CS	
Master Planning		Urban Design Group - UDG		Majestic Services - MS	
CIP ID #5201.005		Asakura Robinson - AS		Economic Planning - EPS	
		Hours	Rate	Cost	
Task 12	Prepare Renderings				
	Managing Architect VI (CBA)	8	\$263.59	\$2,108.72	
	Managing Architect V (CBA)	24	\$151.62	\$3,638.88	
	Supervisory Architect IV (CBA)	80	\$96.46	\$7,716.80	CBA
	Total Task 12			\$13,464.40	\$ 13,464.40
Task 13	Finalize Master Planning Report				
	Managing Architect VI (CBA)	32	\$263.59	\$8,434.88	
	Managing Architect V (CBA)	8	\$151.62	\$1,212.96	
	Supervisory Architect IV (CBA)	40	\$96.46	\$3,858.40	CBA
	Principal (UDG)	2	\$215.78	\$431.56	
	Sr. Engineer (UDG)	8	\$177.97	\$1,423.76	
	Plan Processor (UDG)	0	\$59.28	\$0.00	
	Tech 8 (UDG)	8	\$77.55	\$620.40	UDG
	Principal (AR)	4	\$165.95	\$663.80	
	Supervisory Architect II (AR)	12	\$95.24	\$1,142.88	
	Planner II (AR)	12	\$75.04	\$900.48	
	Architect Associate II (AR)	12	\$70.03	\$840.36	
	Principal Administrator (AR)	0	\$103.19	\$0.00	AR
	Public Info & Marketing Corp Mgr. (CS)	20	\$127.71	\$2,554.20	
	Public Involvement, Community Outreach (CS)	20	\$99.99	\$1,999.80	CS
	President (MS)	2	\$187.04	\$374.08	
	Cost Estimator (MS)	8	\$83.51	\$668.08	
	Sr. Cost Estimator (MS)	4	\$129.49	\$517.96	MS
	Total Task 13			\$1,560.12	\$ 25,643.60

ATTACHMENT 6: MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNTS BY PHASE

<i>PHASE A: MASTER PLANNING PHASE</i>		
Agreed Upon Fixed Fee Dollar Amount		\$271,930.00
Maximum Cost		\$271,930.00
	<i>PHASE A TOTAL</i>	\$271,930.00
<i>PHASE B: DESIGN PHASE</i>		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE B TOTAL</i>	
<i>PHASE C: BID-AWARD-EXECUTION PHASE</i>		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE C TOTAL</i>	
<i>PHASE D: CONSTRUCTION PHASE</i>		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE D TOTAL</i>	
<i>PHASE E: POST-CONSTRUCTION PHASE</i>		
Agreed Upon Fixed Fee Dollar Amount		
Maximum Cost		
	<i>PHASE E TOTAL</i>	
<i>ADDITIONAL COSTS</i>		
	<i>ADDITIONAL COSTS TOTAL</i>	\$0.00
<i>REIMBURSABLE COSTS</i>		
	<i>REIMBURSABLE COSTS TOTAL</i>	\$4,501.00
<i>MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT</i>		\$276,431.00



FORM 3A - PRIME FIRM'S EEO PROGRAM – EXHIBIT A

Solicitation Number: CLMP213

Project Name: Emma S. Barrientos Mexican American Cultural Center Master Plan

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 38 - APPENDIX A OF TITLE VI ASSURANCES – EXHIBIT A

Solicitation Number: CLMP213

Project Name: Emma S. Barrientos Mexican American Cultural Center Master Plan

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. Incorooration 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

Bidding Requirements, Contract Forms and Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
EXHIBIT B - Section 00830

I. Payment

A. Classification Definitions, Building and Heavy and Highway

Definitions for Building Construction and Heavy and Highway classifications shall conform to the current "Dictionary of Occupational Titles" as published by the U.S. Department of Labor.

B. Minimum Wages

Workers on Project shall be paid not less than wage rates, including fringe benefits, as published by the Department of Labor (DOL) or the \$13.50 minimum wage required by City of Austin Ordinance No. 20160324-015, whichever is higher. The Total Minimum Wage required can be met using any combination of cash and non-cash qualified fringe benefits provided the cash component meets or exceeds the \$13.50 minimum wage required.

Such wage rates shall be used throughout the Contract. If a classification is to be used, which is not listed in the attached wage rates, CONTRACTOR shall submit to OWNER rates and classification proposed for use, for approval, **prior** to performance of the Work.

All laborers and mechanics working upon the Work for this Project shall be paid unconditionally and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by Secretary of Labor under the Copeland Act, Title 29 CFR, Part 3) full wages accrued and when due, computed at rates not less than wage rates bound herein pertaining to type of Work being performed. When Work is of such a nature that both Building and Heavy and Highway wage scales are incorporated into contract, CONTRACTOR shall pay wage rates to mechanics or laborers performing Work in more than one classification at the rate indicated for each classification for time actually worked as determined by area practice applicable to type (Site Construction Crafts or Building Construction Crafts) of Work being performed without regards to skill. Salaried specialists (project superintendent and administrative personnel only) in the permanent employment of CONTRACTOR do not fall under any Wage Classification. A supervisor/foreman who is not exempt under 29CFR Part 541 and who spends more than a substantial amount of time (20 percent) in a given workweek as a laborer or mechanic must be paid the applicable Wage Rate for the classification of work performed for all hours engaged in such work as a laborer or mechanic.

Wage rates shall be posted by CONTRACTOR at site(s) of Work in prominent, easily accessible places where they can be seen by all workers. The following shall also be posted by the CONTRACTOR: City of Austin wage contact posters (English and Spanish), City of Austin Equal Employment Opportunity posters (English and Spanish), Workers' Compensation Notice (English and Spanish), Texas Payday Law (English and Spanish), City Rest Break Ordinance (English

and Spanish), City of Austin Non-Discrimination Statement (related to Title VI of the Civil Rights Act), and Federal Notices, as appropriate.

C. Overtime Requirements

No CONTRACTOR, Subcontractor, or Sub-subcontractor contracting for any part of contract Work which may require or involve the employment of laborers or mechanics shall require or permit any laborer or mechanic in any workweek in which he is employed on such Work, to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times their basic rate of pay for all hours in excess of forty hours in such workweek.

Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

II. Apprentices

Locally & Federally Funded Projects

The terms journeyman and apprentice apply to both union and independent workers, and are not intended to imply that these positions are union workers only.

Apprentices and Trainees will be permitted to work as such only when they are registered, individually, under a bonafide Apprenticeship or Trainee program registered with the Bureau of Apprenticeship and Training, United States Department of Labor. The allowable ratio of Apprentices or Trainees to journeymen in any craft classification shall not be greater than the ratio permitted to CONTRACTOR as stated in the registered apprenticeship program standards. Any employee listed on a payroll at an Apprentice or Trainee wage rate, who is not registered as above, shall be paid the wage rate provided in Contract for Work employee actually performed. CONTRACTOR, Subcontractor, or Sub-subcontractor shall furnish to OWNER written evidence of registration of his program for Apprentices and Trainees as well as of the appropriate ratios and wage rates, for the area of construction **prior** to using any Apprentices or Trainees on this Contract.

III. Withholding of Payments

OWNER may withhold or cause to be withheld from CONTRACTOR as much of the accrued payments as necessary to pay laborers and mechanics employed by CONTRACTOR, Subcontractors, or Sub-subcontractors the amount of wages required to comply with the Contract. In the event of nonpayment of wages to laborers or mechanics working on the site of the Work of this Contract, OWNER may, after Written Notice to CONTRACTOR, take such action as may be necessary to cause suspension of any further payments or advance of funds to CONTRACTOR until such violations have ceased and until restitution has been made. Payments may also be withheld if CONTRACTOR fails to maintain weekly payroll reports or fails to provide copies in a timely manner upon request of Owner.

IV. Payrolls

A. CONTRACTOR shall keep records showing:

1. the name, address and occupation of each worker employed by the CONTRACTOR or subcontractor(s) in the construction of the public work.
 2. the actual per diem wages paid to each worker.
 3. Employee Certification. CONTRACTOR, all levels of Subcontractors shall identify in writing, the classification agreed to by all laborers and mechanics employed by them in the execution of the Contract, and pay not less than rates specified in the attached Wage Rate Determination(s). Contractor shall prepare a completed form for the signature of Employee and a witness shall sign the form in the presence of Employee. If work performed by worker is different than the trade classification agreed upon, the worker shall be paid for that work no less than the minimum prevailing wage for that specified trade.
 4. Payroll Deduction Authorization Form. CONTRACTOR, Subcontractor, and Subsubcontractor shall prepare for employee signature a payroll deduction authorization form to identify all payroll deductions excluding those required by statute, such as federal income taxes, medicare and social security.
- B. The record shall be open at all reasonable hours to inspection by the officers and agents of the Owner as requested. CONTRACTOR will be responsible to provide copies of records as requested by the Owner within two (2) working days. Payrolls relating to this Work shall be maintained during term of Contract and preserved for a period of three (3) years thereafter by CONTRACTOR for all laborers and mechanics working on the Work.
- C. A Statement of Compliance, a letter signed and dated by party responsible for supervising the payment of persons employed by CONTRACTOR or subcontractor shall accompany payrolls required by Owner. The Statement of Compliance letter shall identify but is not limited to:
1. name of signatory party and title,
 2. name of project, payroll period and
 3. name of CONTRACTOR or Subcontractor.
- The signed letter attests that the payroll complies with 29CFR issued by the Secretary of Labor.
- D. Federal Funding
- In the event that federal funding is used:
1. Contractor and all levels of Subcontractors shall submit weekly certified payroll reports and signed wage compliance statements to the Owner's designated office no later than seven (7) calendar days after the scheduled payday.

2. Contractors and all levels of Subcontractors shall pay all "mechanics and laborers" not less often than once per week, for work performed the previous week.
3. Submit to the Owner's designated office Standard Form 1413, Statement and Acknowledgement, from each subcontractor prior to the subcontractor performing work on the project.

V. Noncompliance

According to Chapter 2258 Texas Government Code Title 10A, a CONTRACTOR or subcontractor(s) who violates this section shall pay to the political subdivision on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

Confirmed Disciplinary action taken by CONTRACTOR against employees who provide information during an interview or investigation by the Owner on wages received, may result in suspension or debarment from consideration of award of City contracts.

VI. Area Practice

- A. Heavy and Highway Construction Rates shall be used on this Project, unless the Project consists primarily of Building Construction and Building Construction Rates are to be used.
 1. Building Construction consists generally of all aspects of construction of buildings, which are sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment or supplies, including without limitation the installation of utilities and equipment, both above and below grade level, as well as incidental demolition, grading, utilities, paving and other site work. Buildings need not be "habitable" to be classified as Building Construction and the installation of heavy machinery and/or equipment will not generally change a Building Construction project's classification.
 2. The determination of Building Construction Wage Rates includes all construction trades and work necessary to complete a building, regardless of the number of contracts involved, so long as all such contracts are closely related in purpose, time and place.
- B. For projects that involve both Building Construction and Heavy and Highway trades, the following classifications shall be used:
 1. A multiple classification shall be used if Building Construction items are more than 20% of the Heavy and Highway project cost.
 2. A multiple classification shall be used if Heavy and Highway Construction items are more than 20% of the Building Construction Project cost.
- C. Split classifications/multiple wage rate schedules: When construction work requires that an employee perform work under multiple classifications or multiple wage scales, the employer must pay that worker (at least) the

highest prevailing wage or the employer payroll records must accurately set forth the times spent performing the work of each classification and under each scale. For those projects that involve both Building Construction and Heavy and Highway trades, the Heavy and Highway wage rates may only be applied to workers when engaged in site work at least five (5) feet beyond the building.

VII. Texas Open Records Act

Unless covered by an exception to mandatory disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code, any and all documents submitted to the City of Austin become Public Records and are, therefore, subject to public disclosure.

Wage Rates For This Project Are Attached

End

WAGE RATES AND PAYROLL REPORTING
EXHIBIT C - Section 00830HH

WAGE RATE DETERMINATION

HEAVY AND HIGHWAY CONSTRUCTION

COUNTY NAME: TRAVIS

Wages based on DOL General Decision:TX160016 1/8/2016 TX16 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance, and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.50/hour.

CLASSIFICATION	DOL RATE for info only	ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance	TOTAL MINIMUM WAGE RATE REQUIRED
Agricultural Tractor Operator	\$ 12.69	\$ 13.50	\$ 13.50
Asphalt Distributor Operator	\$ 15.55	\$ 15.55	\$ 15.55
Asphalt Paving Machine Operator	\$ 14.36	\$ 14.36	\$ 14.36
Asphalt Raker	\$ 12.12	\$ 13.50	\$ 13.50
Boom Truck Operator	\$ 18.36	\$ 18.36	\$ 18.36
Broom or Sweeper Operator	\$ 11.04	\$ 13.50	\$ 13.50
Cement Mason/Concrete Finisher	\$ 12.56	\$ 13.50	\$ 13.50
Concrete Pavement Finishing Machine Operator	\$ 15.48	\$ 15.48	\$ 15.48
Crane, Hydraulic, 80 tons or less	\$ 18.36	\$ 18.36	\$ 18.36
Crane, Lattice Boom, 80 tons or less	\$ 15.87	\$ 15.87	\$ 15.87
Crane, Lattice Boom, over 80 tons	\$ 19.38	\$ 19.38	\$ 19.38
Crawler Tractor	\$ 15.67	\$ 15.67	\$ 15.67
Directional Drilling Locator	\$ 11.67	\$ 13.50	\$ 13.50
Directional Drilling Operator	\$ 17.24	\$ 17.24	\$ 17.24
Electrician	\$ 26.35	\$ 26.35	\$ 26.35
Excavator 50,000 lbs. or less	\$ 12.88	\$ 13.50	\$ 13.50
Excavator, over 50,000 lbs.	\$ 17.71	\$ 17.71	\$ 17.71
Flagger	\$ 10.15	\$ 13.50	\$ 13.50
Form Builder/Form Setter - Paving & Curb	\$ 12.94	\$ 13.50	\$ 13.50
Form Builder/Form Setter - Structures	\$ 12.87	\$ 13.50	\$ 13.50
Foundation Drill Operator, Truck Mounted	\$ 16.93	\$ 16.93	\$ 16.93
Front End Loader Operator, 3CY or less	\$ 13.04	\$ 13.50	\$ 13.50
Front End Loader, over 3CY	\$ 13.21	\$ 13.50	\$ 13.50
Laborer, Common	\$ 10.50	\$ 13.50	\$ 13.50
Laborer, Utility	\$ 12.27	\$ 13.50	\$ 13.50
Loader/Backhoe Operator	\$ 14.12	\$ 14.12	\$ 14.12
Mechanic	\$ 17.10	\$ 17.10	\$ 17.10
Milling Machine	\$ 14.18	\$ 14.18	\$ 14.18
Motor Grader Operator - Fine Grade	\$ 18.51	\$ 18.51	\$ 18.51
Motor Grader Operator, Rough	\$ 14.63	\$ 14.63	\$ 14.63

Painter - Structures	\$ 18.34	\$ 18.34	\$ 18.34
Pavement Marking Machine Operator	\$ 19.17	\$ 19.17	\$ 19.17
Pipelay	\$ 12.79	\$ 13.50	\$ 13.50
Reclaimer/Pulverizer	\$ 12.88	\$ 13.50	\$ 13.50
Reinforcing Steel Setter	\$ 14.00	\$ 14.00	\$ 14.00
Roller Operator, Asphalt	\$ 12.78	\$ 13.50	\$ 13.50
Roller Operator, Other	\$ 10.50	\$ 13.50	\$ 13.50
Scraper Operator	\$ 12.27	\$ 13.50	\$ 13.50
Servicer	\$ 14.51	\$ 14.51	\$ 14.51
Spreader Box Operator	\$ 14.04	\$ 14.04	\$ 14.04
Structural Steel Worker	\$ 19.29	\$ 19.29	\$ 19.29
Traffic Signal Installer/Light Pole Worker	\$ 16.00	\$ 16.00	\$ 16.00
Trenching Machine Operator, Heavy	\$ 18.48	\$ 18.48	\$ 18.48
Truck Drick Tandem Axle Semi-Trailer	\$ 12.81	\$ 13.50	\$ 13.50
Truck Driver, Lowboy/Float	\$ 15.66	\$ 15.66	\$ 15.66
Truck Driver, Single Axle	\$ 11.79	\$ 13.50	\$ 13.50
Truck Driver, Off Road Hauler	\$ 11.88	\$ 13.50	\$ 13.50
Truck Driver, Single or Tandem Axle Dump Truck	\$ 11.68	\$ 13.50	\$ 13.50
Welder	\$ 15.97	\$ 15.97	\$ 15.97
Work Zone Barricade Servicer	\$ 11.85	\$ 13.50	\$ 13.50

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160016 or other sources.

1. Additional Trade information:

Unlisted classifications needed for work not listed within the scope of the classifications listed may be added upon the advance approval of Contract Procurement. CONTRACTOR shall submit to City of Austin Contract Procurement the following: classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice **prior** to the start of the job for that type of work. Proposed trade may not be performed by any trade already listed.

2. Wages

The Total Minimum Wage Rate may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime must be used in computing overtime pay.wages must be calculated using the Total Minimum Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 2016324-015 requires that construction workers are paid a minimum Wage of at least \$13.50/hour. The cash portion of their compensation must meet or exceed this amount.

3. Proper Designation of Trade

A work classification from the Prevailing Wage Poster for each worker must be made based on the actual type of work he/she performed on the job. In summary the work performed, not the "title" determines the correct worker classification and wage. Each worker must be paid no less than the adjusted wage rate on the wage decision for that classification **regardless** of his/her level of skill (exclusive of a bona fide apprentice currently registered in a DOL approved apprentice program - proof of individual registration must be supplied in advance to the City of Austin).

4. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the adjusted wage rates specified for each classification **ONLY** if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest adjusted wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
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4.) All decisions by the Administrative Review Board are final.

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Bidding Requirements, Contract Forms Conditions of the Contract
WAGE RATES AND PAYROLL REPORTING
EXHIBIT D - Section 00830BC

WAGE RATE DETERMINATION

BUILDING CONSTRUCTION TYPE

COUNTY NAME : TRAVIS

Wages based on DOL Prevailing Wage Rate General Decision:TX160323 8/26/2016 TX323 and City of Austin Ordinance #20160324-015

DOL Rate column is for information only. The Total Minimum Wage Rate is derived from the Adjusted Wage Rate Required pursuant to City Ordinance plus the DOL Fringes and can be met using any combination of cash and non-cash qualified fringe benefits, provided the cash component is at least \$13.50/hour.

CLASSIFICATION	DOL RATE for info only	ADJUSTED WAGE RATE REQUIRED pursuant to City Ordinance	DOL FRINGES	TOTAL MINIMUM WAGE RATE REQUIRED
Asbestos Worker/Heat & Frost Insulator (Duct, Pipe, and Mechanical System Insulation)	\$ 21.57	\$ 21.57	\$ 10.02	\$ 31.59
Boilermaker	\$ 23.14	\$ 23.14	\$ 21.55	\$ 44.69
Bricklayer	\$ 20.07	\$ 20.07	\$ -	\$ 20.07
Carpenter	\$ 20.75	\$ 20.75	\$ 7.30	\$ 28.05
Carpenter (Acoustical Ceiling Installation only)	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Carpenter (Form Work Only)	\$ 15.62	\$ 15.62	\$ 0.05	\$ 15.67
Cement Mason/Concrete Finisher	\$ 15.71	\$ 15.71	\$ -	\$ 15.71
Drywall Finisher/Taper	\$ 17.06	\$ 17.06	\$ 4.43	\$ 21.49
Drywall Hanger and Metal Stud Installer	\$ 17.47	\$ 17.47	\$ 3.45	\$ 20.92
Electrical Installer (Sound and Communication Systems, Excluding Wiring)	\$ 18.00	\$ 18.00	\$ 2.30	\$ 20.30
Electrician (Excludes Installation of Sound and Communication Systems)	\$ 27.15	\$ 27.15	\$ 7.88	\$ 35.03
Elevator Mechanic <5 years experience	\$ 37.76	\$ 37.76	\$ 32.25	\$ 70.01
Elevator Mechanic >5 years experience	\$ 37.76	\$ 37.76	\$ 33.01	\$ 70.77
Floor Layer (Carpet)	\$ 21.88	\$ 21.88	\$ -	\$ 21.88
Glazier	\$ 12.83	\$ 13.50	\$ -	\$ 13.50
HVAC Mechanic (HVAC Unit Installation Only)	\$ 23.78	\$ 23.78	\$ 6.89	\$ 30.67
Ironworker, Ornamental	\$ 23.02	\$ 23.02	\$ 6.35	\$ 29.37
Ironworker, Reinforcing	\$ 12.27	\$ 13.50	\$ -	\$ 13.50
Ironworker, Structural	\$ 20.73	\$ 20.73	\$ 5.24	\$ 25.97
*Lead Paint or Asbestos Abatement Worker	*	\$ 13.50	\$ -	\$ 13.50
Laborer, Common or General	\$ 11.44	\$ 13.50	\$ -	\$ 13.50
Laborer, Mason Tender - Brick	\$ 12.22	\$ 13.50	\$ -	\$ 13.50
Laborer, Mason Tender - Cement/Concrete	\$ 11.85	\$ 13.50	\$ -	\$ 13.50
Laborer, Pipelayer	\$ 12.45	\$ 13.50	\$ -	\$ 13.50
Laborer, Roof Tearoff	\$ 11.28	\$ 13.50	\$ -	\$ 13.50

Operator, Backhoe/Excavator/Trackhoe	\$ 19.43	\$ 19.43	\$ 3.49	\$ 22.92
Operator, Bobcat/Skid Steer/Skid Loader	\$ 13.00	\$ 13.50	\$ -	\$ 13.50
Operator, Bulldozer	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Crane	\$ 34.85	\$ 34.85	\$ 9.85	\$ 44.70
Operator, Drill	\$ 14.50	\$ 14.50	\$ -	\$ 14.50
Operator, Forklift	\$ 16.64	\$ 16.64	\$ 6.26	\$ 22.90
Operator, Grader/Blade	\$ 19.30	\$ 19.30	\$ -	\$ 19.30
Operator, Loader	\$ 14.00	\$ 14.00	\$ -	\$ 14.00
Operator, Mechanic	\$ 18.75	\$ 18.75	\$ 5.12	\$ 23.87
Operator, Paver (Asphalt, Aggregate, and Concrete)	\$ 16.03	\$ 16.03	\$ -	\$ 16.03
Operator, Roller	\$ 11.25	\$ 13.50	\$ -	\$ 13.50
Painter (Brush, Roller, and Spray, Excludes Drywall Finishing/Taping)	\$ 18.76	\$ 18.76	\$ 6.35	\$ 25.11
Pipefitter (Including HVAC Pipe Installation)	\$ 28.03	\$ 28.03	\$ 12.43	\$ 40.46
Plumber, Excludes HVAC Pipe Installation	\$ 23.57	\$ 23.57	\$ 6.37	\$ 29.94
Roofer	\$ 12.00	\$ 13.50	\$ -	\$ 13.50
*Roofer, Metal	\$ 14.05	\$ 14.05	\$ -	\$ 14.05
Sheet Metal Worker (Including HVAC Duct Installation)	\$ 24.38	\$ 24.38	\$ 13.74	\$ 38.12
Sprinkler Fitter (Fire Sprinklers)	\$ 28.18	\$ 28.18	\$ 17.52	\$ 45.70
Tile Finisher	\$ 11.32	\$ 13.50	\$ -	\$ 13.50
Tile Setter	\$ 16.35	\$ 16.35	\$ -	\$ 16.35
Truck Driver, Dump Truck	\$ 12.39	\$ 13.50	\$ 1.18	\$ 14.68
Truck Driver, Flatbed Truck	\$ 19.65	\$ 19.65	\$ 8.57	\$ 28.22
Truck Driver, Semi-Trailer Truck	\$ 12.50	\$ 13.50	\$ -	\$ 13.50
Truck Driver, Water Truck	\$ 12.00	\$ 13.50	\$ 4.11	\$ 17.61
Waterproofers	\$ 16.30	\$ 16.30	\$ 0.06	\$ 16.36

<http://www.wdol.gov/wdol/scafiles/davisbacon/tx.html>

See below for Additional Wage Information.

Note: *Lead Paint & Asbestos Abatement and Roofer, Metal Classifications have been added to this Prevailing Wage Rate Determination pursuant to a City of Austin Prevailing Wage Survey (trades absent from DOL).

The Wage Compliance information detailed below was excerpted from DOL General Decision TX160323 or other sources.

1. Additional Trade information:

Electricians** - Including low voltage wiring for computers, fire/smoke alarms.

Elevator Mechanics*** - also must be paid for 7 holidays - New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and Veterans Day.

Welders - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added upon the advance approval of City of Austin Contract Administration. CONTRACTOR shall submit to City of Austin Contract Administration for review the classification, a bona fide definition of work to be performed and a proposed wage with sample payrolls conforming to area practice **prior** to the start of the job for that type of work.

2. Wages

The Total Wage may be met by any combination of cash wages and credible "bona fide" fringe benefits paid for by the employer. Overtime wages must be calculated using the Adjusted Wage Rate specified in the Wage Rate Determination or the actual basic rate of pay, whichever is higher.

City of Austin Ordinance No. 20160324-015 requires that construction workers are paid a Minimum Wage of at least \$13.50/hour. The cash portion of their compensation must meet or exceed this amount.

3. Crediting fringe benefit contributions to meet DBA/DBRA and City of Austin requirements:

The Davis-Bacon Act (and 29 CFR 5.23), list fringe benefits to be considered. Examples are:

- > Life Insurance
- > Health Insurance
- > Pension
- > Vacation
- > Holidays
- > Sick Leave

Note: The use of a truck is not a fringe benefit; a Thanksgiving turkey or Christmas bonus is not a fringe benefit. No credit may be taken for any benefit required by federal, state, or local law such as: workers compensation, unemployment compensation; or social security contributions.

Contributions to fringe benefit plans must be made regularly, e.g. daily, weekly, etc. They must be more frequent than quarterly. (see 29 CFR 5.5 (a)(1)(I)) A periodic bonus may not be counted as a fringe benefit.

4. Annualization of Benefit Costs

If a firm provides an electrician with \$200 per month medical insurance, to calculate allowable fringe benefit credit contributions per hour, the formula ([\$200 x 12 months] divided by 2080 hours = \$1.15 per hour) should be used.

5. Proper Designation of Trade

A work classification on the wage decision for each worker must be made based on the actual type of work he/she performed and each worker must be paid no less than the wage rate on the wage decision for that classification **regardless** of his or her level of skill.

6. Split Classification

If a firm has employees that perform work in more than one classification, it can pay the wage rates specified for each classification ONLY if it maintains accurate time records showing the amount of time spent in each classification. If accurate time records are not maintained, these employees must be paid the highest wage rate of all the classifications of work performed by each worker. Accurate time records tracking how many hours a worker performed the work of one trade and then switched to another trade must be accounted for on a daily basis and reflected on Employer Certified Payroll accordingly.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under the identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial

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EXHIBIT E – COMPLIANCE PLAN – CLMP213

M/WBE Summary

The recommended firm provided a MBE/WBE Compliance Plan and was approved by the Small and Minority Business Resources Department. Participation goals stated in the compliance plan were 1.54% African American; 2.40% Hispanic; 1.31% Asian/Native American; 4.82% WBE.

RECOMMENDED FIRM: Jaime Beaman AIA, Inc., dba Casabella Architects, Inc., Austin, TX – Total Participation:

<u>M/WBE – PRIME</u>	<u>73.00%</u>
(MH) Jaime Beaman AIA, Inc., dba Casabella Architects, Inc.	73.00%
<u>MBE TOTAL – SUBCONSULTANTS</u>	<u>12.00%</u>
<u>African American Subtotal</u>	<u>2.00%</u>
(FB) Majestic Services, Inc., Austin, TX (Cost Estimating)	2.00%
<u>Hispanic Subtotal</u>	<u>5.00%</u>
(MH) Cultural Strategies, Inc., Austin, TX (Public Information Services)	5.00%
<u>Native/Asian Subtotal</u>	<u>5.00%</u>
(MA) Asakura Robinson Company, LLC, Austin, TX (Landscape Architecture)	5.00%
<u>WBE TOTAL – SUBCONSULTANTS</u>	<u>10.00%</u>
(FW) Urban Design Group, Inc., Austin, TX (Civil Engineering)	10.00%
<u>NON M/WBE TOTAL – SUBCONSULTANTS</u>	<u>5.00%</u>
Walker Parking Consultants, Houston, TX (Parking Lots – Architecture)	3.00%
Economic & Planning Systems, Oakland, CA (Finance/Economic Consulting)	2.00%