

**PROFESSIONAL SERVICES AGREEMENT BETWEEN
CITY OF AUSTIN, TEXAS
AND
DESIGN WORKSHOP, INC.
For
ZILKER METROPOLITAN PARK MASTER PLAN REISSUE**

This AGREEMENT is made by and between City of Austin, Texas (OWNER) and Design Workshop, Inc., (CONSULTANT) with its principal place of business at 812 San Antonio Street, Suite 401, Austin, Texas 78701.

SECTION 1 – CONSULTANT'S RESPONSIBILITIES

1.0 General

The CONSULTANT will serve as the OWNER's professional consultant for the PROJECT as described in Exhibit A – Project Description 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 4. CONSULTANT shall report to OWNER's designated Project Manager.

1.1 Performance of Services

The CONSULTANT will perform services under this AGREEMENT with the degree of skill and care ordinarily provided by competent professional engineers, architects, or consultants practicing in the same or similar locality and under the same of similar circumstances 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.

1.1.1 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.

1.1.2 The CONSULTANT's Key Personnel are identified in Attachment 1 – Key Personnel, which may be subsequently modified in approved Request for Changes. 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.

1.1.3 The CONSULTANT's Subconsultant(s) are listed in Exhibit C - Minority-Owned Business Enterprise (MBE)/Woman-Owned Business Enterprise (WBE) Compliance Plan, which Consultant submitted with its Statement of Qualifications and was approved by the Owner. 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.

1.1.4 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 6.5 of this AGREEMENT.

1.1.5 The person identified as Project Manager by the CONSULTANT in Attachment 1 – Key Personnel, must be employed by the CONSULTANT.

1.1.6 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.

1.1.7 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.

1.1.8 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, terminate or change an identified "Minority Business Enterprise" (MBE) or a "Women Business Enterprise" (WBE) certified Subconsultant firm from its employ on this PROJECT, the CONSULTANT shall comply with the City of Austin MBE/WBE Program, Chapter 2-9B, 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.

1.1.9 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 1.1.8. The OWNER may report any breaches of professional codes of ethics to the appropriate licensing board.

1.1.10 The CONSULTANT will attend and, if directed by OWNER, draft complete minutes of each meeting between CONSULTANT, OWNER and other agencies, and submit them to OWNER for approval within seven (7) calendar days after each conference.

1.1.11 The CONSULTANT agrees to attend and make presentations, as specified in Attachment 3 - Scope of Services, as Basic Services, including (i) City Council and 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 1.4 and paid for in accordance with Subsection 4.1.4.

1.1.12 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.

1.1.13 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.

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

1.1.15 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 Assurance, which are attached hereto as Exhibit B.

1.1.16 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.

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

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

1.2 Quality Control Plan (QCP)

1.2.1 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 – Quality Control Plan, 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 Owner's consultant, and provide resolution to the Owner's satisfaction. The Consultant shall include this language in all its Subconsultant contracts to ensure Subconsultants understand their responsibility for complying with the Owner's or Owner's consultant's QCP requirements.

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

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

1.2.4 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.

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

1.3 Basic Services

The CONSULTANT will perform the basic Scope of Services described in Subsections below. This Scope of Services shall be performed only as authorized by the OWNER.

1.3.1 The CONSULTANT will perform the Basic Services as described in 1.3.1.1 through 1.3.1.11 below, in Exhibit A – Project Description, Attachment 3 – Scope of Services to the AGREEMENT, and in conformance with the approved PROJECT Resource Allocation Plan (RAP) which is Attachment 5 of this AGREEMENT, and the Maximum Not-to-Exceed Contract Amounts by Task which is Attachment 6 of this AGREEMENT.

1.3.1.1 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 to the OWNER relative to approved PROJECT Resource Allocation Plan (RAP) at monthly intervals as prescribed by the OWNER.

1.3.1.2 Attend and/or arrange for conferences monthly with the OWNER for the purposes of explaining completed task activities and review of RAP for completion of remaining activities.

1.3.1.3 Conduct or otherwise acquire the necessary field surveys, soils tests, geotechnical tests, and additional analysis that, in the opinion of the CONSULTANT, are required for the proper execution of the PROJECT.

1.3.1.4 Identify any special permits or approvals required by regulatory agencies for which the OWNER must apply.

1.3.1.5 Perform contacts with neighborhood associations, boards, and/or committees related to land acquisition issues, such as land development and feasibility studies.

1.3.1.6 Provide final documents, which incorporate the OWNER's comments, to the OWNER within thirty (30) calendar days from OWNER's written approval. Final documents will not be printed until OWNER authorizes the CONSULTANT to do so.

1.3.1.7 Obtain OWNER'S acceptance of the deliverables and submit an electronic copy of the final documents using the following required guidelines below:

- PDF files shall be created from the source file.
- Electronic copies are to be produced in Adobe Acrobat's Portable Document Format (PDF) Version 10.0 or higher.
- Do not password protect and/or lock the PDF document.
- Create one (1) PDF document (PDF file) for each submittal.
- Drawings or other graphics must be converted to PDF format and made part of the one (1) PDF document.
- Scanning to be used only where actual file conversion is not possible.
- Rotate pages that must be viewed in landscape to the appropriate position for easy reading.
- Images only shall be scanned at a resolution of 300 dpi or greater.
 - Perform Optical Character Recognition (OCR) capture on all images.
 - Achieve OCR with the "original image with hidden text" option.
 - Word searches of the PDF document must operate successfully to demonstrate OCR compliance.
- Thumbnails must be generated for each PDF file.
- Set the opening view for PDF files as follows:
 - Initial view: Bookmarks and Page.
 - Magnification: Fit in Window.
 - Page layout: Single page.
 - Set the file to open to the cover page of the submittals with bookmarks to the left, and the first bookmark linked to the cover page.
 - All PDF documents shall be set with the option "Fast Web View" 1 to open the first 2 pages of the document for the viewer while the rest of the document continues to load.

1.3.1.8 For all Tasks services, the CONSULTANT shall submit written progress reports at least monthly. If the required reports are not received within seven (7) calendar days of the end of the month, the OWNER may withhold payment, in accordance with Subsection 4.2.4, until the reports are received.

1.3.1.9 For all Tasks services, the CONSULTANT must comply with the applicable laws, rules, and regulations of City, State and federal governments. The CONSULTANT must request variances or waivers of any such requirements as appropriate.

1.3.1.10 For all Tasks services, the CONSULTANT shall follow the approved schedule and meet all milestone requirements specified in the PROJECT RAP.

1.3.1.11 For all Tasks services, the CONSULTANT shall provide all required Quality Control Plan (QCP) documentation.

1.4 Additional Services

1.4.1 Unless otherwise stated in this AGREEMENT, the Services listed in Subsections 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.

1.4.1.1 Making revisions to documents when such revisions are required by the enactment or revision of codes, laws or regulations subsequent to the preparation of such documents.

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

1.4.1.2.1 Special investigations, including environmental impact studies, that involve detailed consideration of operation, maintenance and overhead expenses; rate schedules; earnings and expense statements; special feasibility studies; appraisals; evaluations; and material audits or inventories required for certifications of force account construction performed by CONTRACTOR or OWNER.

1.4.1.2.2 Legal proceedings, unless the CONSULTANT is a party to the proceedings.

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

1.4.3 The following is **not** Additional Services:

1.4.3.1 Minor requests for information by the OWNER that clearly do not require extensive work by the CONSULTANT.

1.4.3.2 Revising documents when the documents are inconsistent with, or contradict, prior approvals or instructions given to the CONSULTANT by the OWNER.

SECTION 2 – OWNER'S RESPONSIBILITIES

2.1 The OWNER will:

2.1.1 Provide its requirements for the PROJECT.

2.1.2 Designate the OWNER's Project Manager.

2.1.3 Assist CONSULTANT by placing at their disposal readily available reports.

2.1.4 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.

2.1.5 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.

2.1.6 Review and provide written comments on documents and questions presented by the CONSULTANT and render decisions pertaining thereto within seven (7) calendar days. OWNER shall immediately notify CONSULTANT if additional time is needed.

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

2.1.8 Direct CONSULTANT, by way of written Supplemental Amendment to this AGREEMENT, to provide any necessary Additional Services beyond those authorized in the approved Attachment 3 - Scope of Services and Attachment 5 - PROJECT RAP.

SECTION 3 – SCOPE OF SERVICES AND RESOURCE ALLOCATION PLAN (RAP)

3.1 The OWNER will issue a request for proposal to the CONSULTANT for the tasks(s) 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.

3.2 The CONSULTANT agrees to complete the tasks 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 Task, 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 task in the accepted proposal for the applicable services.

3.3 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:

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

3.3.1.1 All travel and lodging expenses in connection with the AGREEMENT for which reimbursement may be claimed will be reviewed against the City's Travel Policy and the current (at the time the travel occurs) the General Services Administration (GSA) Domestic Per Diem Rates (the "GSA Rates") at <http://www.gsa.gov/portal/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).

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

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

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

3.3.3 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.

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

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

3.3.6 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.

3.4 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.

3.4.1 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.

3.4.2 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.

3.5 Period of Service

3.5.1 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.

3.5.2 CONSULTANT's failure to meet the approved PROJECT RAP may result in the assessment of remedies as described in Section 7 of this AGREEMENT.

3.6 Supplemental Amendments

3.6.1 Before additional services 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.

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

3. 6.1.2 Changes in Scope. Changes that would modify the scope of work authorized for the PROJECT must be established by a Supplemental Amendment. If the change in scope affects the schedule or CONSULTANT's fee for the PROJECT, the CONSULTANT shall prepare a revised PROJECT budget and RAP for the OWNER's approval using the CONSULTANT's then current approved loaded hourly rate sheet.

3.6.2 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 services 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.

3.7 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 3 and subsequent approved amendments in accordance with Subsection 3.6, the CONSULTANT agrees to compensate the OWNER for the cost of such damages in accordance with Section 7, 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.

3.8 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 at least fourteen (14) calendar days of occurrence unless force majeure conditions exist.

3.9 If the CONSULTANT fails to meet the approved PROJECT RAP schedule, including subsequently approved amendments, OWNER may elect to invoke remedies outlined in Section 7 of this AGREEMENT.

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

SECTION 4 – COMPENSATION

4.1 Basis of Compensation

4.1.1 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 accordance with subsection 4.2, Payment to the Consultant, and the other Terms and Conditions of this AGREEMENT, as follows:

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

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

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

4.1.2 Total Compensation. The total amount of compensation to be paid the CONSULTANT will not exceed the amount stated in this paragraph without amendment to this AGREEMENT. The total amount of compensation to be paid the Consultant will not exceed **Six Hundred Thousand Dollars and Zero Cents (\$600,000.00)**.

4.1.3 Compensation for Basic Services for the PROJECT will be determined on a Stipulated Sum fee basis, as shown in the approved Attachment 5 - Project RAP.

4.1.3.1 Stipulated Sum for Basic Services, as described in Subsection 1.3, is as follows:

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

(2) Percentages of the total Basic Services compensation payable per Task will be included in the approved RAP.

4.1.4 Compensation for Additional Services, as described in Subsection 1.4, will be determined on a Stipulated Sum fee basis.

4.1.4.1 For Project Representatives beyond Basic Services as described in Subsection 1.4 of this AGREEMENT, compensation will be made for Additional Services in accordance with the basis for compensation established in the Project RAP.

4.1.4.2 For Additional Services of Subconsultants, the CONSULTANT will be paid a multiple of one and five hundredth (1.05) times the amounts billed by the Subconsultant.

4.1.5 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.

4.1.6 *Compensation for Reimbursable Expenses*

4.1.6.1 *REIMBURSABLE EXPENSES*, as described in Subsection 3.3, may be billed by the CONSULTANT and its Subconsultants at a multiple of one and five hundredths (1.05) times the allowable expended amounts.

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

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

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

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

4.2 Payments to the CONSULTANT

4.2.1 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 Subsections 4.1. CONSULTANT shall submit the application for payment using the form supplied by OWNER.

4.2.2 Payments for Additional Services

Payments for the CONSULTANT's Additional Services as defined in Subsection 1.4 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.

4.2.3 Payments Withheld

The OWNER may withhold, amend, or nullify any request for payment by the CONSULTANT under conditions described below.

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

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

4.2.3.3 Payments for Subconsultants' costs when those Subconsultants are not included in the approved MBE/WBE Compliance Plan.

4.2.3.4 Failure of the CONSULTANT to submit timely and complete records of PROJECT conference proceedings as specified in Subsection 1.3.1.1.

4.2.3.5 Failure of the CONSULTANT to submit timely and complete reports containing detailed information as specified in Subsection 1.1.8.

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

4.2.4 Prompt Payments

4.2.4.1 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.

4.2.4.2 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.

4.2.5 *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 6.6.

4.3 Payment Applications

4.3.1 Payment applications must be submitted on a monthly basis.

4.3.2 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 Task during the time period covered by the payment application.

4.3.3 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:

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

4.3.3.2 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.

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

4.3.3.4 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.

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

4.3.3.6 That for Subconsultant activity, the Subconsultant is recognized as an approved Subconsultant in the approved MBE/WBE Compliance Plan for the AGREEMENT or amendment.

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

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

4.3.3.9 That any reimbursable expenses claimed are permitted by the terms of the AGREEMENT.

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

4.3.3.11 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.

4.3.4 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.

4.3.5 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.

SECTION 5 – INSURANCE REQUIREMENTS

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

5.1.1 Workers' Compensation and Employers' Liability Insurance coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act (Section 401) and minimum policy limits for Employers Liability Insurance of \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee. The 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:

- (1) Waiver of Subrogation, form WC 420304, or equivalent.
- (2) 30 day Notice of Cancellation, form WC 420601, or equivalent.

5.1.2 Commercial General Liability Insurance with a minimum combined bodily injury and property damage per occurrence limit of \$1,000,000 for coverages A & B. The policy must contain the following provisions:

- (1) Blanket contractual liability coverage for liability assumed under this AGREEMENT and all contracts relative to this PROJECT.
- (2) Products/Completed Operations Liability for the duration of the warranty period
- (3) If the project involves digging or drilling, Explosion, Collapse, and Underground (XCU) coverage.
- (4) Independent Contractors coverage.
- (5) OWNER listed as an additional insured, endorsement CG 2010, or equivalent.
- (6) 30 day Notice of Cancellation in favor of the OWNER, endorsement CG 0205, or equivalent.
- (7) Waiver of Transfer Right of Recovery Against Others in favor of the OWNER, endorsement CG 2404, or equivalent.
- (8) Aggregate limits of insurance per project, endorsement CG 2503, or equivalent.

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

- (1) Waiver of Subrogation endorsement CA 04444, or equivalent.
- (2) 30 day Notice of Cancellation endorsement CA 0244, or equivalent.
- (3) Additional Insured endorsement CA 2048, or equivalent.

5.1.4 CONSULTANT's Professional Liability Insurance to pay on behalf of the assured all sums which the assured becomes legally obligated to pay as damages by reason of any negligent act, error, or omission committed or alleged to have been committed with respect to plans, analyses, or reports 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 \$1,000,000.00 per claim and in aggregate.

5.2 General Requirements

5.2.1 The CONSULTANT must complete and forward the OWNER's standard certificate of insurance to the OWNER before the AGREEMENT is executed, as verification of coverage required in Paragraphs 5.1.1 through 5.1.4 above. The CONSULTANT shall not commence services until the required insurance has been obtained and until such insurance has been reviewed by the OWNER's Capital Contracting Office. Approval of insurance by the OWNER does not relieve or decrease the liability of the CONSULTANT hereunder and must not be construed to be a limitation of liability on the part of the CONSULTANT.

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

5.2.3 The CONSULTANT's insurance coverage must be written by companies licensed to do business in the State of Texas at the time the policies are issued and must be written by companies with A.M. Best ratings of B+VII or better.

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

5.2.5 The "other" insurance clause will not apply to the OWNER where the OWNER is an additional insured shown on any policy. It is intended that policies required in the AGREEMENT, covering both the OWNER and the CONSULTANT, be considered primary coverage as applicable. In addition, any limitation in Subsection 5.2.6 below, notwithstanding, when the CONSULTANT names the City as an additional insured party under its general liability policy, the CONSULTANT require that the policy provided any defense provided by the policy.

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

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

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

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

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

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

5.2.12 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.

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

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

SECTION 6 – TERMINATION OF AGREEMENT

6.1 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.

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

6.3 Notice to Cure

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

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

6.5 This AGREEMENT may be terminated by the OWNER for cause upon seven (7) calendar days written notice. In the event OWNER terminates the AGREEMENT for cause, the OWNER may reject any and all proposals submitted by CONSULTANT for up to three (3) years. In the event that a termination for cause is found to be wrongful, the termination shall be converted to a termination without cause ("termination for convenience") as set forth in Subsection 6.6 and CONSULTANT's sole remedy for such termination will be limited to the recovery of payments permitted under Subsection 6.6. The OWNER may terminate for cause due to the occurrence of any one of the following:

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

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

6.5.3 If CONSULTANT makes fraudulent statements;

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

6.5.5 CONSULTANT's failure under this Section includes failure of Subconsultants to meet contractual obligations; or

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

6.6 This AGREEMENT may be terminated at the OWNER's convenience upon seven (7) calendar days written notice; in which event, the CONSULTANT will be compensated for all services performed to termination date, together with Reimbursable Expenses then due, in accordance with Subsection 6.7, and the OWNER retains the right to continue the PROJECT consistent with paragraph 10.2.4.

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

SECTION 7 – OWNER REMEDIES

7.1 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:

7.1.1 Failure of the CONSULTANT to make adequate progress in accordance with Subsection 6.5.4 above.

7.1.2 Failure of the CONSULTANT to comply with the laws of City, State and federal governments such that subsequent compliance costs exceed expenditures which would have been involved had services been properly executed by the CONSULTANT.

7.1.3 Losses are incurred, despite the Quality Control Plan (QCP), because of defects, errors and omissions in the 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.

7.2 Pursuant to Section 5.1.4, the OWNER may assert a claim against the CONSULTANT's professional liability insurance as appropriate when other remedies are not available or offered for deficiencies discovered during and after PROJECT construction. When the OWNER incurs non-value added work costs due to 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 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 9.2 of this AGREEMENT, within fourteen (14) calendar days of OWNER's rejection of the CONSULTANT's formal response.

7.3 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 Section 6.3.

7.4 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 4.2.4 "Payments Withheld".

SECTION 8 – CONSULTANT REMEDIES

8.1 If the CONSULTANT is prevented from completing any part of the PROJECT within the time established in the RAP due to delays beyond the reasonable control of either the OWNER or the CONSULTANT, an extension of the PROJECT schedule in an amount equal to the time lost due to such delay shall be the CONSULTANT's sole and exclusive remedy. Performance interrupted by an act of god or the result of war, riot, civil commotion, sovereign conduct, or the conduct of a third party, will be excused for the period of time necessary to remedy the effect of the

precipitating occurrence. In such cases, a conference will be held within three (3) working days of the end of the occurrence to establish a revised schedule in the RAP.

8.2 CONSULTANT's requests for remedies arising from the terms of this AGREEMENT for conditions other than those specified in Subsection 8.1 must be done in accordance with the following:

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

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

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

SECTION 9 – DISPUTE RESOLUTION

9.1 Filing of Claims

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

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

9.2 Alternative Dispute Resolution

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

9.2.2 Negotiating with Previously Uninvolved Personnel

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

senior level decision maker is unavailable due to the size of the CONSULTANT's organization or any other reason, the CONSULTANT shall nonetheless provide an appropriate senior level decision maker for the meeting. The purpose of this and any subsequent meetings will be good faith negotiations of the matters constituting the dispute. Negotiations will be concluded within thirty (30) calendar days of the first meeting, unless mutually agreed otherwise.

9.3 Mediation

9.3.1 If the procedure described in 9.2.2 proves unsuccessful or is waived pursuant to its terms, the parties shall initiate the mediation process. OWNER and CONSULTANT agree to select within thirty (30) calendar days a mediator trained in mediation skills and knowledgeable of the CONSULTANT's professional discipline, to assist with resolution of the dispute. OWNER and CONSULTANT agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in this AGREEMENT prevents the parties from relying on the skills of a person who also is trained in the subject matter of the dispute and/or a contract interpretation expert. Should the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the parties agree to ask the Travis County Dispute Resolution Center to select a qualified individual, which selection is binding on the parties.

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

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

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

9.4 Resolution of Disputes between CONSULTANT and Subconsultant:

The CONSULTANT agrees to follow the procedures paralleling those outlined in subsections 9.1, 9.2, and 9.3 in the event of a dispute with a Subconsultant. The OWNER is not a party to the dispute resolution process between the CONSULTANT and Subconsultants. However, if the OWNER is notified of a Subconsultant claim, the OWNER will withhold payments to the CONSULTANT in accordance with subparagraph 4.2.4.2 until receiving notification that the claim has been resolved.

SECTION 10 – MISCELLANEOUS PROVISIONS

10.1 Owner's Right to Audit

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

- (1) accounting records;
- (2) written policies and procedures;
- (3) subcontract files;

- (4) correspondence;
- (5) supplemental amendments to this AGREEMENT (as appropriate);
- (6) agreements between CONSULTANT and any Subconsultant;
- (7) records necessary to evaluate contract compliance and any claim submitted by CONSULTANT or any of its Subconsultants;
- (8) any other CONSULTANT record that may substantiate any charge related to this AGREEMENT; and
- (9) technical work products in accordance with the approved PROJECT RAP.

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

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

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

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

10.2 Ownership and Use of Documents

10.2.1 All PROJECT Drawings and Reports produced by the CONSULTANT under this AGREEMENT are the property of the OWNER. The CONSULTANT shall also provide the OWNER and digital computer copies on CD or other OWNER-approved media of updated drawings and reports. The cost of such copies will be paid as specified in Section 4 of this AGREEMENT. The CONSULTANT may not provide copies of or otherwise use the work products covered by this Subsection 10.2 without the express prior written approval of the OWNER.

10.2.2 The CONSULTANT agrees that items such as plans, drawings, photos, designs, studies, specifications, computer programs, schedules, technical reports, or other work products which is/are specified to be delivered under this AGREEMENT, and which is/are to be paid for by the OWNER, is/are subject to the rights of the OWNER in effect on the date of this AGREEMENT. These rights include the right to use, duplicate and disclose such items in whole or in part, in any manner and for whatever purpose, and to have others do so. The CONSULTANT shall not copyright or otherwise claim ownership of the work products covered by this subsection 10.2. The CONSULTANT shall include in its Subconsultant contracts appropriate provisions to achieve the purpose of this Subsection 10.2. The CONSULTANT shall include in its Subconsultant contracts appropriate to achieve the purpose of this Subsection 10.2.

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

10.2.4 Should the CONSULTANT be terminated under this AGREEMENT, the OWNER may continue the PROJECT and receive copies of the documents within fourteen (14) calendar days of the termination notice. Copies will be in the format designated by the OWNER. The OWNER may have these documents completed, corrected, revised or added to by another CONSULTANT in accordance with Title 22, Chapter 137.33(i) of the Texas Administrative Code.

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

10.3 Venue

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

10.4 Definitions

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

10.5 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 effect the remaining portions of this instrument; this being the intent of the parties in entering into this instrument; and all provisions of this instrument are declared to be severable for this purpose.

10.6 Indemnification

10.6.1 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.

10.7 Notices

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

Mailed Notices to OWNER:

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

Hand Delivered Notices to OWNER:

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

Mailed Notices to CONSULTANT:

Design Workshop, Inc.
812 San Antonio Street, Suite 401
Austin, TX 78701

Hand Delivered Notices to CONSULTANT:

Design Workshop, Inc.
812 San Antonio Street, Suite 401
Austin, TX 78701

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

10.8 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.

10.9 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.

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

The undersigned, by their signature, certifies that they are authorized to bind the CONSULTANT and to fully comply with the contract. The CONSULTANT, by signing below, acknowledges that they have read the entire contract and agree to be bound by the terms contained herein.

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

OWNER

DocuSigned by:
 By: *Rick Wilson*
2A097990C2B54C3...
 Printed Name: Rick Wilson
 Title: Program Consultant
 Date: 2/7/2021

Design Workshop, Inc., CONSULTANT

DocuSigned by:
 By: *Claire Hempel*
CF6567CEDDD0408...
 Printed Name: Claire Hempel
 Title: Principal
 Date: 2/3/2021

Attest:
 DocuSigned by:
 By: *Jeff Zimmerman*
9F9387F80557442...
 Secretary, if a Corporation

Exhibits and Attachments

- Exhibit A – Project Description
- Exhibit B – Non-Discrimination and Non-Retaliation Certification, Appendix A – Title VI Assurances and Appendix E - Title VI Assurances
- Exhibit C – Approved MBE/WBE Compliance Plan
- Attachment 1 – Key Personnel
- Attachment 2 – Request for Changes in Key Personnel Form
- Attachment 3 – Scope of Services
- Attachment 4 – Quality Control Plan (QCP)
- Attachment 5 – Resource Allocation Plan (RAP)
- Attachment 6 – Maximum NTE Contract Amounts by Task

END



EXHIBIT A – PROJECT DESCRIPTION

Solicitation Number: CLMP295A

Project Name: Zilker Metropolitan Park Master Plan Reissue

PROJECT FOR:

CITY OF AUSTIN (CITY), PARKS AND RECREATION DEPARTMENT (PARD), THROUGH ITS CAPITAL CONTRACTING OFFICE (CCO)

PROJECT TITLE:

ZILKER METROPOLITAN PARK MASTER PLAN REISSUE

OBJECTIVES OF THE PROJECT:

The City of Austin (City), Parks and Recreation Department (PARD) has selected qualified Consultant to provide planning and design services in the development of a master plan for Zilker Metropolitan Park, an established, historically-significant, regional park of approximately 350 acres, which includes 77 acres of the Zilker Nature Preserve.

The primary goal of the planning project is to develop a visionary framework to guide the restoration and future development of Zilker Metropolitan Park and its numerous facilities and features through a robust public engagement process.

PARD has outlined the following outcomes for the planning project:

- Recommendations for enhancement of existing facilities and programs and/or development of new facilities and programs to meet unmet recreational and amenity needs, which consider how the park fits into the broader recreational portfolio of the community.
 - The development of a new Visitor Education Center has been previously identified as a recommendation for the park in the Zilker Park Bathhouse Zone Feasibility Study and shall be considered as part of the master plan process.
 - Recommendations shall include detailed recommendations to ensure adequate distribution of visitor amenities such as restrooms and picnic facilities throughout the entire park.
 - Recommendations shall incorporate any and all anticipated infrastructure and utility upgrades to the park.
- Design standards to guide the future development of the park, which reflect the naturalized environment and historic character of the park with focus on sustainable systems and innovative methods for maintenance and increased park use. Set a vision for new built elements to be integral and harmonious with nature and Central Texas's unique regional characteristics.
- Restorative focus on the park's significant historic and cultural built environment and landscape resulting in enhanced appreciation and stewardship.

EXHIBIT A – PROJECT DESCRIPTION

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- Restorative focus on the ecological and environmental features of the park and associated watersheds resulting in a more sustainable and resilient landscape. Watersheds include Lady Bird Lake, Barton Creek, Eanes Creek and associated tributaries. Recommendations shall reflect PARD’s desire to balance recreational opportunities with ecological and environmental constraints such as impervious cover restrictions and floodplain regulations.
 - Recommendations for how principles of universal design can be applied to existing and planned park development to make the park accessible to all people.
 - An interpretive plan that includes detailed recommendations for a comprehensive wayfinding and an interpretive system of signage, providing opportunities to effectively orient, engage, and educate visitors through a variety of innovative means.
 - A comprehensive transportation, circulation, and parking plan that reflects a holistic and forward-thinking approach to the movement and management of multi-modes of transportation including pedestrian, bike, electric scooters, vehicles, and public transit within the park as well as adjacent roadways such as but not limited to Barton Springs Rd, Toomey Rd, Azie Morton Rd and Stratford Dr and adjacent city public parks such as Butler Shores. Planning process will reflect a highly collaborative and closely coordinated process with Austin Transportation Department (ATD) to ensure alignment with the Austin Strategic Mobility Plan. Final plan shall:
 - Provide detailed recommendations to ensure “complete streets” with multi-modal improvements and safer intersections for all right-of-way and park roads that enter or intersect with the park including Barton Springs Road, Andrew Zilker Road, Columbus Drive, William Barton Drive, Lou Neff Road, Stratford Drive, Azie Morton Road, Rollingwood Drive, Nature Center Drive, and Arnulfo Alonzo Drive (also known as Zilker Clubhouse Road).
 - Provide detailed recommendations for the improvement and enhancement of major bike routes through the park.
 - Consider planned improvements to the vehicular bridge crossing of Barton Springs Road over Barton Creek, which is anticipated to add additional multi-modal access or accommodation.
 - Consider anticipated expansion of Mopac Expressway and resulting impacts to and opportunities for existing roadways and parking areas.
 - Provide detailed recommendations for internal park circulation strategies.
 - Provide detailed recommendations for the enhancement and expansion of the park’s trail systems.
 - Provide strategies to phase out and/or redesign, ultimately reducing environmental impact of existing parking.
 - Consider and align, where possible, with individual park and facility plans of Zilker Metropolitan Park that have previously been developed, system-wide plans such as the recently adopted PARD Long Range Plan and the Austin Strategic Mobility Plan, as well as recommendations from relevant council resolutions and/or task force reports.
 - A business and management plan that guides financial, revenue generating, partnership, and operational strategies to support future development and financial sustainability of the park. The business and management plan is integral in the development of an overall vision for the park and shall consider current programming and business plans of

EXHIBIT A – PROJECT DESCRIPTION

the park's individual amenities in developing an overall business approach for the entire Zilker Park. The analysis shall also look at increasing revenue opportunities while enhancing the recreational experience in the park. The business and management plan shall include detailed financing and partnership strategies and shall be developed in parallel with, as well as strategically aligned and integrated with, the programming plan for the park.

- A transparent and well-documented community engagement process, which engages the city as a whole, but also seeks and considers the input of interested persons and parties with direct involvement in park and/or parties that are impacted by the park. The engagement process shall include guiding values and vision and features a clear and iterative presentation of alternatives and the decision-making process associated with the final plan.
- An implementation plan that shall include strategies and sources for financing projects and/or phases, phasing plan, potential partners, and cost estimates for the plan.

The successful respondent team shall:

- Demonstrate experience and success with urban, waterfront park planning at a scope and scale comparable to this project.
- Demonstrate experience in the development and execution of robust community engagement processes for established regional parks with multiple stakeholder groups.
- Demonstrate a strong portfolio in the development of support facilities with environmental design solutions for visitor orientation and education; outdoor sports, adventure and water-based recreation; trail systems; special event and festival venues; as well as well as off leash dog areas.
- Demonstrate experience with addressing the needs of highly attended facilities located within the park, such as a botanical garden and a nature center as part of the overall master plan.
- Demonstrate experience in addressing park development in highly sensitive environmental and watershed areas with constraints such as impervious cover limitations and floodplain regulations.
- Demonstrate experience and knowledge of City of Austin codes, regulations, and permitting procedures.
- Demonstrate experience in historic preservation and cultural landscape approaches to park development.
- Have a strong portfolio in market analysis, partnership and management strategies for revenue generating facilities, demand projections, facility recommendations and financial analysis.

The Master Plan that results from this effort shall be used as a roadmap for the future of the park over the long term as well as a robust programming, business operations and management model that facilitates execution of early phases in the near term. The master plan will also be used as a promotional tool to generate public interest, support and funding for future parkland development and partnerships. The selected firm must demonstrate the ability

to produce high quality illustrative media in a variety of forms that effectively convey the content and spirit of the design.

BASIC SERVICES:

The Consultant shall have experience in the planning, design, and programming of sustainable park facilities on environmentally sensitive landscapes, with a strong emphasis in community-based facilitation. The subject area of this master plan includes primarily areas already developed and programmed for active and passive park and recreational uses. The following are examples of consultant services that will be required, but are not limited to:

1. Strategic Kick-Off and Project Initiation

1.1 Create a Work Plan that identifies the following project areas at a minimum:

- 1.1.1 Organization of the selected firm's project team
- 1.1.2 Meeting schedule
- 1.1.3 Outline/list of tasks
- 1.1.4 Timeline for deliverables
- 1.1.5 Community Engagement Plan
- 1.1.6 Other required actions for the completion of the master plan

1.2 The Consultant's senior project management staff and subconsultants shall conduct a kickoff meeting with PARD project management and other key PARD staff. The purpose of the meeting will be to review PARD's goals for the planning effort, background and history of the effort, the transfer of all available information that may guide the planning effort, the proposed project schedule and key milestones, and proposed public involvement efforts. An outline summary of the meeting and key decisions or direction provided will be maintained by Consultant and provided to PARD for review and comment.

If necessary, the Consultant and PARD project management staff shall meet with the PARD Director immediately following the kickoff meeting to ensure that PARD's goals, relevant fiscal policies and direction, and key needs and expectations for the planning effort are communicated.

1.3 Engage, inform, and rely upon the City identified Technical Advisory Group (TAG) composed of representatives from city departments. These members will assure that Zilker Metropolitan Park's and their respective departments' goals, policies, plans, and constraints are understood and considered during the planning process by the selected firm. The Consultant firm shall conduct the TAG meetings after every public meeting.

1.4 Provide bi-weekly progress reports to the City Project Manager (PM) cumulatively detailing work completed.

2. Site and Contextual Analysis and Data Collection

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- 2.1 Compile and analyze various reports that affect the project study area, including but not limited to adjacent public land and right-of-way. Report examples include, but are not limited to:
- 2.1.1 2019 Zilker Park Working Group Report
 - 2.1.2 Zilker Park Bathhouse Zone Feasibility Study
 - 2.1.3 Barton Springs Master Plan
 - 2.1.4 Zilker Botanical Garden Master Plan
 - 2.1.5 Zilker Park National Register Historic District nomination (to be updated in 2020)
 - 2.1.6 Zilker Park Cultural Landscape Report
 - 2.1.7 Natural Resources Assessment (in development in partnership with Barton Springs Conservancy; expected completion 2020)
 - 2.1.8 Butler Trail Urban Forestry and Ecological Restoration Guidelines
 - 2.1.9 Environmental Site Assessment Phase I
 - 2.1.10 Parkland Events Task Force Final Report and Recommendations
 - 2.1.11 PARD's Long Range Plan for Land Facilities and Programs
 - 2.1.12 2015 Parks and Recreation Department Public Facility American with Disabilities Act (ADA) Self-Assessment Survey
 - 2.1.13 Austin Strategic Mobility Plan
 - 2.1.14 City planning documents, policies, ordinances, neighborhood plans, master plans, CIP plans, GIS maps and data, emerging projects, and environmental studies.
- 2.2 Provide a draft Site Analysis and Existing Conditions Report that addresses existing conditions, opportunities and challenges of the site, programming analysis, and a Site Analysis Map to the City's PM prior to conducting a TAG meeting where the draft report will be presented. The TAG and City PM will provide comments to the Consultant prior to the report being finalized. The Site Analysis and Existing Conditions Report shall include:
- 2.2.1 Site Conditions: Conduct site reconnaissance and develop a site analysis map to a level that will support a sound master planning process. The site analysis map shall record existing conditions, key features, opportunities, and environmental constraints of the site based on visual observation and analysis of information obtained.
 - 2.2.2 Existing Facilities: Reviewing programming, improvement plans and business plans for existing amenities including Barton Springs Bathhouse and Pool, Zilker Botanical Garden, Austin Nature and Science Center, Zilker Clubhouse, Girl Scout Lodge, Sunshine Camp, Zilker Hillside Theater, Zilker Caretaker Lodge, Umlauf Sculpture Gardens, and McBeth Recreation Center, the Butler Hike and Bike Trail and Barton Creek Trail.
 - 2.2.3 Existing events at the park: Review programming, City contracts, calendar etc. for park programming including Austin City Limits Festival, Trail of Lights.

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- 2.2.4 Existing and anticipated concessions: Review programming, City contracts, calendar etc. for park concessions including Zilker Zephyr; Canoe Rental etc.
 - 2.2.5 Maintenance Facilities: Conduct staff interviews to understand current and desired use of facilities for maintenance.
 - 2.2.6 Provide information on comparative parks in Austin and other cities to benchmark this project in terms of existing and potential visitor numbers, programs, operations and maintenance budget and structure, parking and traffic mitigation, funding sources, and possible revenue generation.
 - 2.2.7 Conduct a review and analysis of existing transportation systems, including adjacent roadways such as but not limited to Barton Springs Rd, Toomey Rd, Azie Morton Rd and Stratford Dr, public transit, trails, and parking within the park and adjacent city public parks such as Butler Shores, with an emphasis on the effects on circulation and parking from existing and proposed uses throughout Zilker Park.
 - 2.2.8 Conduct a review of the ecological and cultural/historic resources that are present in the park.
- 2.3 Present the Site Analysis and Existing Conditions Report of the park to the City PM. The Consultant shall work with PARD staff and the City's Technical Advisory Group (TAG) and the Working Group of the Parks and Recreation Board to develop guiding principles to be included into the report.
- 2.4 Board/Commission/Council Meetings:
- 2.4.1 Present the Site Analysis and Existing Conditions Report including Guiding Principles to the Environmental Commission and Urban Transportation Commission. The deliverable would be to ask the boards, commissions, and committees to provide feedback on the guiding principles in order to create a framework from which future recommendations could be based on.
 - 2.4.2 Present the Site Analysis and Existing Conditions Report and guiding principles including the feedback form the various boards and commissions mentioned in 2.4.1 to the City Manager and City Council for comment and possible further direction.
- 2.5 Community Wide Survey:
- 2.5.1 The Site Analysis and Existing Conditions Report including the guiding principles will be used on a community wide survey to gather feedback on the goals and principles based on the Site Analysis and Existing Conditions Report.

3. Project Meetings

The Consultant shall organize, schedule, and reserve all project and public meetings:

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- 3.1 Prepare the agenda, sign-in sheets, notifications, invitations, press releases, and the handout and presentation materials. PARD Communication and Engagement Unit will review all materials before being released to the public.
 - 3.2 Prepare and maintain a contact list of meeting participants, stakeholders, and interested parties. Provide this list to PARD, who will maintain an overall stakeholder database for the project.
 - 3.3 Administer, organize and present primary content of all meetings. PARD will provide introductory remarks and present meeting content as required.
 - 3.4 Assist with any media attending a meeting.
 - 3.5 Be responsible for the setup and cleanup of the meeting sites.
 - 3.6 Provide any necessary video, audio, or other equipment, as needed. The Consultant shall ensure, and provide if necessary, that all meetings are equipped with standard A/V equipment such as screens and projectors.
 - 3.7 Maintain written minutes of each meeting, which shall include a list of participants, and a meeting summary of each meeting to be posted on the project web page.
 - 3.8 Translation and interpretation to Spanish and other languages, if requested by stakeholders, which are widely used languages for Austin residents with limited English proficiency.

4. Stakeholder/Public Participation

- 4.1 Create a Public Outreach and Engagement Plan that facilitates effective and diverse outreach strategy within the greater Austin area, stakeholder/public participation, input collection and analysis, and presentation materials in collaboration with the City PM and PARD's Communications and Engagement Unit.
 - 4.1.1 The goals of engagement (measure of success) shall be as follows:
 - 4.1.1.1 Education - Engagement activities shall result in key stakeholders being more informed about Zilker Metro Park, operations, and services, the Master Plan Update and process.
 - 4.1.1.2 Diverse stakeholder representation - There shall be representation of diverse groups of stakeholders including but not limited to Zilker Metro Park users, area residents, area businesses, groups and organizations that serve a similar population. Stakeholders shall represent the demographics of Austin.
 - 4.1.1.3 Consultation - Engagement activities shall be designed in a way that gather input from stakeholders to inform the plan. It shall be clear how the input will help develop the plan.
- 4.2 Conduct a minimum of five (5) public meetings, 20 pop-ups (2 for each City Council District), and (15) small group meetings. Additional public meetings or small group meetings may be required based on final scope development or community feedback. A sample outline for public meetings is as follows, but shall be proposed by the Consultant:

4.2.1 Small Group and Public Meetings, Project Introduction and Information Gathering:

- 4.2.1.1 Conduct small-scale, focused group meetings to garner detailed information regarding programming, infrastructure, transportation, neighborhood connectivity, environmental concerns, and any other relevant issues affecting the development of Zilker Metropolitan Park. Relevant focus groups may include, but are not limited to, neighborhood groups, current park vendors/contractors, Spanish-speaking park users, conservancy groups, families, particularly interest groups, other limited English proficient park users.
- 4.2.1.2 Conduct a public meeting that introduces the Project, Consultant's project team, present the project approach, parameters, Council expectations, schedule, existing conditions, opportunities and challenges, Master Planning goals and guiding principles, and facilitate a community input exercise to gather the community's knowledge of, concerns about and desires for Zilker Metro Park. The Consultant shall close this meeting with information on the next steps.
- 4.2.1.3 Meeting shall have a live-streaming component allowing additional residents to access meeting in live time.
- 4.2.1.4 Language interpretation of meetings shall be coordinated with PARD Communications and Engagement Unit.
- 4.2.1.5 Prepare an ADA accessible summary report of the meeting to be posted on the project web page no later than five (5) business days after the meeting, conduct a work session after this meeting with the TAG/Working Group and City PM to develop a framework for preliminary design concepts that responds to the public input received. This work session shall take place after the debriefing with the City PM.
- 4.2.1.6 Provide the public the opportunity to provide input on the content presented at the public meeting through the website. A video recording of the meeting no later than five (5) business days after the meeting shall be available on the website for the public to view and submit comments.

4.2.2 Public Meeting, Programming:

- 4.2.2.1 Conduct a meeting to discuss proposed programming uses, operations and maintenance, park enhancements, traffic, circulation, parking, events, brownfields/environmental, etc. to solicit public feedback and generate alternate ideas for the park's future.
- 4.2.2.2 Prepare a summary report of the meeting to be posted on the project web page no later than five (5) business days of the meeting and conduct a work session after this meeting with the TAG/Working

Group and City staff to review all the public feedback received. This work session shall take place after the debriefing with the City PM.

- 4.2.2.3 Provide the public the opportunity to provide input on the content presented at the public meeting through the website. A video recording of the meeting no later than five (5) business days of the meeting on the website for the public to view and send comments.

4.2.3 Public Meeting, Alternatives:

- 4.2.3.1 Conduct a meeting to present the preliminary design concepts, with an emphasis on demonstrating how public input has influenced the concepts, and to solicit feedback, generate alternate ideas, etc. Prepare a summary report of the meeting to be posted on the project web page within 48 hours of the meeting and conduct a work session after this meeting with the TAG/Working Group and City staff to develop a framework for a rough draft of the master plan that responds to the public input received. This work session shall take place after the debriefing with the City PM.
- 4.2.3.2 Provide the public the opportunity to provide input on the content presented at the public meeting through the website. A video recording of the meeting no later than five (5) business days of the meeting on the website for the public to view and send comments.

4.2.4 Public Meeting, Draft Plan:

- 4.2.4.1 Conduct a meeting to present the draft master plan to the public. The meeting shall be designed to solicit feedback, generate alternate ideas, recommendations, and solutions to draft proposals. An emphasis shall be placed on soliciting feedback and generating alternate recommendations on proposals that are controversial or that lack consensus. A plan needs to be in place on how to report back to the community on the final master plan after soliciting their input at meeting #4.
- 4.2.4.2 Prepare a summary report of the meeting to be posted on the project web page no later than five (5) business days of the meeting and conduct a work session after this meeting with the TAG/Working Group and City staff to finalize a draft master plan that responds to the public input received. This work session shall take place after the debriefing with the City PM.
- 4.2.4.3 Provide the public the opportunity to provide input on the content presented at the public meeting through the website. A video recording of the meeting no later than five (5) business days of the meeting on the website for the public to view and send comments.

4.2.4.4 Results from public meeting #4 shall be posted on the project website for viewing and comment from the public for a minimum of 3 weeks.

4.3 Additional engagement and outreach:

4.3.1 Online, use of Speak Up Austin (managed by the City of Austin), surveys, and social media.

4.3.2 Intercept surveys-designed to quickly gain input from ‘walk-up’ facility users.

4.3.3 Assist PARD with outreach through mainstream media and other relevant media including pop-up event meetings/gatherings.

4.4 Documentation of Public Process:

4.4.1 Prepare a contact list of stakeholders and interested parties for record keeping, consultation, and notification purposes. PARD will maintain the database of stakeholders.

4.4.2 Prepare and maintain every meeting presentation and all meeting materials, sign-in sheets and meeting minutes. Provide to city for posting on website within 48 hours. Meeting material shall also be included in an appendix of the final plan.

4.4.3 Maintain every piece of public feedback, including feedback from meetings, online surveys, emails and phone calls, to be documented in an appendix of the final plan.

4.4.4 Assist in preparation of PARD notifications on upcoming public meetings (6-8 weeks in advance), boards, commissions, City Council, including monthly project updates. Press releases shall be reviewed and disseminated by the PARD Communication and Engagement Office.

4.4.5 Meet with the City PM the following day after each public meeting, or at a time mutually agreed to between the Consultant and the City PM, in order to debrief, discuss the input received, how the input shall be integrated into the master plan process, and next steps referenced in the Work Plan and Public Outreach and Engagement Plan.

5. City staff, Public Review/Boards, Commissions, Council Review

5.1 Prepare and conduct a project briefing/presentation of the draft master plan to PARD executive and leadership team. The draft master plan shall reflect feedback from the City and public prior to presenting to the PARD executive and leadership team.

5.2 Make any necessary changes to the draft master plan, as advised by the City PM and PARD executive and leadership team prior to posting to the project website and any presentation to Boards, Commissions and City Council. This draft shall be noted as the final draft master plan.

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- 5.3 Provide graphic materials to illustrate the final draft master plan ideas and concepts, including a plan, sections, perspectives, etc. Graphic materials shall be provided in a City approved electronic format for posting to the project website.
 - 5.4 Prepare one presentation of approximately 10-20 slides and conduct up to eight (8) project presentations of the final draft master plan, which may include but not limited to: Design Commission, Urban Transportation Commission, Environmental Commission, Land & Facilities Committee, Parks and Recreation Board, City Manager’s Office, and City Council.
 - 5.5 Make any necessary changes to the final adopted master plan, as advised by the City Council and reviewed and approved by the City PM, prior to final acceptance by the City.

6. Master Plan Report Preparation

- 6.1 Provide graphic materials to illustrate the rough draft master plan ideas and concepts, including a plan, sections, perspectives, etc. The graphic materials shall be provided in a City approved electronic format for posting to the project website.
- 6.2 Provide a Needs Assessment Report based on Site Analysis and public feedback. The report shall address current and future needs including, but not limited to, programming space, administrative space, accessibility, physical repairs, and preservation of environmentally sensitive features.
- 6.3 Provide a minimum of three (3) preliminary master plan concepts based on the site analysis, needs assessment, City staff and public input. The concepts shall be supported with graphic materials to illustrate ideas to City staff and the public.
- 6.4 Provide a Draft Master Plan Document that includes illustrative plan graphics, sections, perspectives, and an estimate of construction costs for proposed improvements in order to effectively communicate the master plan concepts to City staff and the public.
- 6.5 Provide an implementation strategy (Phasing Plan) for the Master Plan. The strategy shall define key projects and include preliminary budget estimates for each of these projects, an overall budget estimate for the entire master plan, and include preliminary operations and maintenance budgets. Potential funding strategies shall be included, such as public-private partnerships, revenue generating programs, on-site concessions, on-site stores, etc.
- 6.6 Provide a Final Draft Master Plan Document incorporating City and public feedback prior to any presentations to the Boards & Commissions and City Council.
- 6.7 Provide a Final Master Plan Document that synthesizes the master planning process into a single report and includes, but not limited to, the following:
 - 6.7.1 Site Analysis and Existing Conditions Report
 - 6.7.2 Guiding Principles
 - 6.7.3 Technical Advisory Group Input
 - 6.7.4 Community Engagement Summary
 - 6.7.5 Needs Assessment
 - 6.7.6 Recommendations/Options

- 6.7.7 Final Draft Presentation
- 6.7.8 Boards and Commission Recommendations
- 6.7.9 Final Master Plan

6.8 Provide three (3) hard copies and a City approved electronic copy of the Final Master Plan Report and electronic copies of all related materials to the City PM.

7. City Responsibilities

- 7.1 Provide a topographical survey that indicating boundaries, easements, utilities, impervious cover and vegetation.
- 7.2 Create a Technical Advisory Group/Working Group to assist the Consultant with relevant city departments' goals, policies, plans, and constraints.
- 7.3 Develop and maintain a webpage to post project information.
- 7.4 Disseminate all press releases, notifications, meeting invitations and other communications to the public.
- 7.5 Assign a project manager to coordinate with the Consultant on project organization, schedule of meetings, and other deliverables.

MAJOR AND OTHER SCOPES OF WORK:

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

Major Scopes of Work

Landscape Architecture
Urban Planning
Environmental Consulting (incl. Sustainability)
Public Information Services
Traffic and Transportation Engineering

Other Scopes of Work

Historic Preservation
Architecture Service
Cost Estimating
Civil Engineering

Notes:

- Construction Inspection and Public Information and Communications are **NOT** a subconsultant opportunity. These services will be performed in-house or under a separate contract, if needed, and will be determined when project assignment is made.
- Participation at the Consultant or Subconsultant level may create a conflict of interest and thus necessitate exclusion from future contracting opportunities with the City.
- If the City determines that a conflict of interest exists at the Consultant or Subconsultant level, the City reserves the right to replace/remove the Consultant or instruct the Consultant to remove the Subconsultant with the conflict of interest and to instruct the Consultant to seek a post-award change to the Consultant’s compliance plan as described in City Code § 2-9B-23. Such substitutions will be dealt with on a case-by-case basis and will be considered for approval by Small and Minority Business Resources (SMBR) in the usual course of business. The City’s decision to remove Consultant or Subconsultant because of a conflict of interest shall be final.
- A consultant performance evaluation will be performed on all professional services contracts. This evaluation will be conducted at the end of each Design and Construction phase.
- Please review the City of Austin’s Public Participation Principles. (<http://austintexas.gov/page/public-participation-principles>)

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

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

Fairness & Respect

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

Accessibility

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

Predictability & Consistency

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

Creativity & Community Collaboration

(Inclusivity and Diversity)

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

EXHIBIT A – PROJECT DESCRIPTION**Stewards of Resources**

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

Contract Deliverables

Deliverables	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference
Strategic Kick-Off and Project Initiation				1.0
Project Work Plan	Detailed project description; communications protocol; milestone schedule	To be delivered within 30 days of contract execution	Review & accept	1.1
Kickoff Meeting	Kickoff Meeting	To be delivered within 45 days of contract execution	Completion	1.2
Technical Advisory Group Meetings	Conduct TAG meetings	PARD & City staff members will be engaged throughout process	Completion	1.3
Progress Reports	Provide cumulative progress reports to the City Project Manager (PM) detailing work completed	Bi-weekly	Review & accept	1.4
Site and Contextual Analysis and Data Collection				2.0
Site Analysis and Existing Conditions Report	Conduct site reconnaissance and develop a site analysis map	TBD	Review & accept	2.2
Presentation of the Site Analysis and Existing Conditions Report	Present to PARD PM, TAG Team and the Working Group of the Parks and Recreation Board	TBD	Completion	2.3
Presentation of the Site Analysis and Existing Conditions Report to City Commission,	Present to Boards, Commissions, City Manager and City Council	After presentation to PARD PM	Completion	2.4

EXHIBIT A – PROJECT DESCRIPTION

Boards, City Manager and City Council				
Community Wide Survey	Survey to include Site Analysis and Existing Conditions Report and Guiding Principles	TBD	Review and accept	2.5.1
Project Meetings				3.0
Project Meetings Materials	Prepare agenda, sign-in sheets, notifications, invitations; press releases, handout materials, and presentation materials	On-going	Review & accept	3.1
Stakeholder Contact List	Maintain stakeholder database	On-going		3.2
Meeting minutes and summaries	Maintain written minutes of each meeting and provide a Meeting Summary of each meeting	On-going	Review and accept	3.7
Stakeholder/Public Participation				4.0
Public Outreach and Engagement Plan	Plan that facilitates effective and diverse outreach strategy, stakeholder/public participation, input collection and analysis, presentation materials in collaboration with City Staff	Prior to first TAG Meeting	Review and accept	4.1
Public Engagement and Outreach	Includes a minimum of 5 public meetings, 15 small-scale focus-group meetings, 20 pop-ups (2 for each City Council District)	On-going	Completion	4.2
City Staff, Public Review/Boards, Commissions, Council Review				5.0
Draft Master Plan	Prepare and conduct a project briefing/presentation of the draft master plan to PARD executive and	Prior to development Final Draft Master Plan	Completion	5.1

EXHIBIT A – PROJECT DESCRIPTION

	leadership team			
Final Draft Master Plan Document	Incorporates City staff and public feedback prior to presentation to Boards & Commissions and City Council	After final public meetings	Review and accept	5.3
Presentation of Final Draft Master Plan Document to City Commission, Boards, City Manager and City Council	PowerPoint presentation to City Commissions, Boards, City Manager and City Council	Upon Completion	Completion	5.4
Master Plan Report Preparation				6.0
Provide a Needs Assessment Report	The report should address current and future needs including, but not limited to, programming space, administrative space, accessibility, physical repairs, and preservation of environmentally sensitive features	Upon Completion	Completion	6.2
Preliminary Master Plan Concepts	Provide a minimum of three (3) preliminary master plan concepts based on the site analysis, needs assessment, City staff and public input	Upon Completion	Completion	6.3
Final Master Plan Document	Includes graphic materials to illustrate ideas; phased implementation strategy defining key projects; Preliminary budget estimates for phases; overall budget estimate for entire master plan; and potential funding strategies;	Upon Completion	Completion	6.4/6.5

EXHIBIT A – PROJECT DESCRIPTION

	three (3) hard copies and electronic copy of Final Master Plan Document and electronic copies of all related materials to City project manager			
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EXHIBIT B

**FORM 3A
PRIME FIRM'S EEO PROGRAM**

Solicitation Number: CLMP295A

Project Name: Zilker Metropolitan Park Master Plan Reissue

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.

EXHIBIT B

- (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.

EXHIBIT B

C. Sanctions:

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

D. Term:

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

END

EXHIBIT B

**FORM 3B**
APPENDIX A OF TITLE VI ASSURANCES

Solicitation Number: CLMP295A

Project Name: Zilker Metropolitan Park Master Plan Reissue

During the performance of this contract, the contractor (hereinafter includes consultants), for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

1. Compliance with Regulations: The contractor (hereinafter includes Consultants) will comply with the Acts and the Regulations relative to Nondiscrimination in Federally- assisted programs of the Department of Transportation, the Federal Highway Administration, as they may be amended from time to time, 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 will not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 40 C.F.R. part 21.
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 Acts 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 Acts, the Regulations and directives issued pursuant thereto, and will permit access to its book, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, 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 will so certify to the Recipient, or the Federal Highway Administration as appropriate, and will 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 will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

EXHIBIT B

- (a) withholding of payments to the contractor under the contract until the contractor complies, and or
- (b) cancelling, terminating or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, that if a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States. (DOT 1050.2A, Updated DOT Standard Title VI Assurances and Non-Discrimination Provisions 10/22/2013.)

END

EXHIBIT B

**FORM 3C**
APPENDIX E OF TITLE VI ASSURANCES

Solicitation Number: CLMP295A

Project Name: Zilker Metropolitan Park Master Plan Reissue

During the performance of this contract, the contractor (hereinafter includes consultants), for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities; including but not limited to:

Pertinent Nondiscrimination Authorities:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 C.F.R. Part 21.
2. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
3. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
4. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 C.F.R. Part 27;
5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982, (49 U.S.C. § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

EXHIBIT B

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP).
12. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
13. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

(DOT 1050.2a, Updated DOT Standard Title VI Assurances and Non-Discrimination Provisions 10/22/2013)

END

Attachment 1 – Key Personnel

Legal Name of Firm	Titles	Name and Certification
Design Workshop, Inc.	Project Principal	Kurt Culbertson, FAICP, FASLA
Design Workshop, Inc.	Project Manager	Claire Hempel, PLA, AICP-CUD, LEED Green Associate
Buie & Co.	Principal Principal	Jed Buie, SDIC Ashley Kegley
CD&P	Principal	Arin Gray
Charlie McCabe	Project Principal	Charlie McCabe
Drenner Group	Director	Dave Anderson
Encotech Engineering Consultants	Project Principal Project Manager & Electrical Engineer	Ali Khataw, P.E. TX PE#71548 Sharon S. Bickford, P.E., TX PE#77390
GarzaEMC	Project Principal Project Manager	John Pelham, P.E. Julia Mrnak, P.E.
HR&A	Vice Chairman Principal	Candace Damon Connie Chung
Kardia Advisory Group, LLC	Founder/Principal	Denisha Jenkins
Limbacher & Godfrey, Inc.	Project Manager/Project Principal Project Architect	Laurie Limbacher, TBAE 10328, 4683 Alfred Godfrey, TBAE 10911, 3985
Majestic Services, Inc.	President/Owner	Sharal A. Brown
MuseWork	Director of Operations/Interpretive Specialist	Erin McClelland
Nelson Nygaard	Principal Senior Associate	Lauren Mattern Jonathan Mosteiro, AICP #029492
Siglo	President	Jonathan Ogren

Attachment 2 – Request for Changes of Key Personnel

CITY OF AUSTIN
Capital Contracting Office
REQUEST FOR CHANGES OF KEY PERSONNEL

<u>NAME OF ROTATION LIST OR STAND ALONE PROJECT AND CONTRACT #:</u>	
<u>PRIME CONSULTANT:</u>	<u>Firm Name:</u>
<u>SUBCONSULTANT, if applicable:</u>	<u>Firm Name:</u>
<u>ADDED KEY PERSONNEL</u> ATTACH: <ul style="list-style-type: none"> Qualifying resume Appropriate experience form (Form 7, 8, 9) Key Personnel Request for Hourly Rate Approval Form 	<u>Personnel Name:</u> <u>Title:</u> <u>Loaded Hourly Rate:</u> <u>Registration or License #:</u>
<u>REMOVED KEY PERSONNEL</u>	<u>Personnel Name:</u> <u>Title:</u> <u>Loaded Hourly Rate:</u> <u>Registration or License #:</u>
<u>REASON FOR CHANGE:</u>	

PRIME CONSULTANT PRINCIPAL OR AUTHORIZED CONTRACT SIGNATORY:

 Name (Please Print)

 Signature

 Title (Please Print)

 Date

*****CITY OF AUSTIN ONLY*****

Contract Sponsor Approval _____ Name _____ Signature Date	CCO Procurement Approval _____ Name _____ Signature Date
Project Manager Approval _____ Name _____ Signature Date	CCO Contract Development & Admin Approval _____ Name _____ Signature Date

Attachment 2 – Request for Changes of Key Personnel

NOTE: File in Contract File

EXPERIENCE OF PROJECT MANAGER (WITHIN TIMEFRAME REQUIRED IN RFQ) Form 7

Project Name: _____ Page 2

Firm Name: _____

Project Manager: _____

Current Years of Experience: _____

Experience (Note experience relevant to the contract.): _____

(Use the following format. Provide no more than one page per project.)

Project #1 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #2 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Attachment 2 – Request for Changes of Key Personnel

Project #3 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #4 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #5 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Attachment 2 – Request for Changes of Key Personnel

EXPERIENCE OF PROJECT PROFESSIONAL (WITHIN TIMEFRAME REQUIRED IN RFQ) Form 8
Project Name: _____ Page 4

Firm Name: _____

Project Principal: _____

Current Years of Experience: _____

Experience (Note experience relevant to the proposed contract.): _____
(Use the following format. Provide no more than one page per project.)

Project #1 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #2 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #3 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Attachment 2 – Request for Changes of Key Personnel

Project Description: _____

Work performed by Individual: _____

Project #4 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #5 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Attachment 2 – Request for Changes of Key Personnel

EXPERIENCE OF PROJECT PRINCIPAL (WITHIN TIMEFRAME REQUIRED IN RFQ Form 9
Project Name: _____ Page 6

=====

Firm Name: _____

Project Engineer: _____

(List name as shown on registration with the Texas Board of Professional Engineers (TBPE)

Registration No.: _____ Year of Registration: _____ Current Years of Experience: _____

(Note experience relevant to the proposed contract.): _____

(Use the following format. Provide no more than one page per project.)

Project #1 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #2 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Attachment 2 – Request for Changes of Key Personnel

Project #3 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #4 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Project #5 Name/Location: _____

Firm Name Work Performed Under: _____

Year Completed: _____ Construction Cost: _____

Client or Owner's Representative: _____

Title of person named above: _____

Address of person named above: _____

Phone number of person named above: _____

Project Description: _____

Work performed by Individual: _____

Proposal for Zilker Metropolitan Park Vision Plan Reissue
Austin, Texas
January 25, 2021

SCOPE OF SERVICES

The Design Workshop team will provide the professional services to PARD for Vision Plan of Zilker Metropolitan Park Master Plan project.

1. Strategic Kick-Off and Project Initiation

- 1.1 Create a Work Plan that identifies the following project areas at a minimum:
 - 1.1.1 Organization of the selected firm's project team
 - 1.1.2 Meeting schedule
 - 1.1.3 Outline/list of tasks
 - 1.1.4 Timeline for deliverables
 - 1.1.5 Community Engagement Plan
- 1.2 The DW's senior project management staff and subconsultants will conduct a kickoff meeting with PARD project management and other key PARD staff. The purpose of the meeting will be to review PARD's goals for the planning effort, background and history of the effort, the transfer of all available information that may guide the planning effort, the proposed project schedule and key milestones, and proposed public involvement efforts. An outline summary of the meeting and key decisions or direction provided will be maintained by DW and provided to PARD for review and comment.
If necessary, DW and PARD project management staff will meet with the PARD Director immediately following the kickoff meeting to ensure that PARD's goals, relevant fiscal policies and direction, and key needs and expectations for the planning effort are communicated.
- 1.3 Engage, inform, and rely upon the City identified Technical Advisory Group (TAG) composed of representatives from city departments. These members will assure that Zilker Metropolitan Park's and their respective departments' goals, policies, plans, and constraints are understood and considered during the planning process by the selected firm. DW will conduct the TAG meetings after every public meeting.
- 1.4 Provide bi-weekly progress reports to the City Project Manager (PM) cumulatively detailing work completed.

2. Site and Contextual Analysis and Data Collection

- 2.1 Compile and analyze various reports that affect the project study area, including but not limited to adjacent public land and right-of-way. Report examples include, but are not limited to:
 - 2.1.1 2019 Zilker Park Working Group Report
 - 2.1.2 Zilker Park Bathhouse Zone Feasibility Study
 - 2.1.3 Barton Springs Vision Plan
 - 2.1.4 Zilker Botanical Garden Vision Plan
 - 2.1.5 Zilker Park National Register Historic District nomination (to be updated in 2020)
 - 2.1.6 Zilker Park Cultural Landscape Report
 - 2.1.7 Natural Resources Assessment (in development in partnership with Barton Springs Conservancy; expected completion 2020)
 - 2.1.8 Butler Trail Urban Forestry and Ecological Restoration Guidelines
 - 2.1.9 Environmental Site Assessment Phase I
 - 2.1.10 Parkland Events Task Force Final Report and Recommendations
 - 2.1.11 PARD's Long Range Plan for Land Facilities and Programs
 - 2.1.12 2015 Parks and Recreation Department Public Facility American with Disabilities Act (ADA) Self-Assessment Survey
 - 2.1.13 Austin Strategic Mobility Plan
 - 2.1.14 City planning documents, policies, ordinances, neighborhood plans, Vision Plans, CIP plans, GIS maps and data, emerging projects, and environmental studies.

DESIGNWORKSHOP

Proposal for Zilker Metropolitan Park Vision Plan Reissue
Austin, Texas
January 25, 2021

- 2.1.15 Entitlement Due Diligence
- 2.2 Provide a draft Site Analysis and Existing Conditions Report that addresses existing conditions, opportunities and challenges of the site, programming analysis, and a Site Analysis Map to the City's PM prior to conducting a TAG meeting where the draft report will be presented. The TAG and City PM will provide comments to DW prior to the report being finalized. The Site Analysis and Existing Conditions Report will include:
 - 2.2.1 Site Conditions: Conduct site reconnaissance and develop a site analysis map to a level that will support a sound Vision Planning process. The site analysis map will record existing conditions, key features, opportunities, and environmental constraints of the site based on visual observation and analysis of information obtained.
 - 2.2.2 Existing Facilities: Reviewing programming, improvement plans and business plans for existing amenities including Barton Springs Bathhouse and Pool, Zilker Botanical Garden, Austin Nature and Science Center, Zilker Clubhouse, Girl Scout Lodge, Sunshine Camp, Zilker Hillside Theater, Zilker Caretaker Lodge, Umlauf Sculpture Gardens, and McBeth Recreation Center, the Butler Hike and Bike Trail and Barton Creek Trail.
 - 2.2.3 Existing events at the park: Review programming, City contracts, calendar etc. for park programming including Austin City Limits Festival, Trail of Lights.
 - 2.2.4 Existing and anticipated concessions: Review programming, City contracts, calendar etc. for park concessions including Zilker Zephyr; Canoe Rental etc.
 - 2.2.5 Maintenance Facilities: Conduct staff interviews to understand current and desired use of facilities for maintenance.
 - 2.2.6 Provide information on comparative parks in Austin and other cities to benchmark this project in terms of existing and potential visitor numbers, programs, operations and maintenance budget and structure, parking and traffic mitigation, funding sources, and possible revenue generation.
 - 2.2.7 Conduct a review and analysis of existing transportation systems, including adjacent roadways such as but not limited to Barton Springs Rd, Toomey Rd, Azie Morton Rd and Stratford Dr, public transit, trails, and parking within the park and adjacent city public parks such as Butler Shores, with an emphasis on the effects on circulation and parking from existing and proposed uses throughout Zilker Park.
 - 2.2.8 Conduct a review of the ecological and cultural/historic resources that are present in the park.
- 2.3 Present the Site Analysis and Existing Conditions Report of the park to the City PM. DW will work with PARD staff and the City's Technical Advisory Group (TAG) and the Working Group of the Parks and Recreation Board to develop guiding principles to be included into the report.
- 2.4 Board/Commission/Council Meetings:
 - 2.4.1 Present the Site Analysis and Existing Conditions Report including Guiding Principles to the Environmental Commission and Urban Transportation Commission. The deliverable would be to ask the boards, commissions, and committees to provide feedback on the guiding principles in order to create a framework from which future recommendations could be based on.
 - 2.4.2 Present the Site Analysis and Existing Conditions Report and guiding principles including the feedback form the various boards and commissions mentioned in 2.4.1 to the City Manager and City Council for comment and possible further direction.
- 2.5 Community Wide Survey:
 - 2.5.1 The Site Analysis and Existing Conditions Report including the guiding principles will be used on a community wide survey to gather feedback on the goals and principles based on the Site Analysis and Existing Conditions Report.

3. Project Meetings

Proposal for Zilker Metropolitan Park Vision Plan Reissue
Austin, Texas
January 25, 2021

DW will organize, schedule, and reserve all project and public meetings:

- 3.1 Prepare the agenda, sign-in sheets, notifications, invitations, press releases, and the handout and presentation materials. PARD Communication and Engagement Unit will review all materials before being released to the public.
- 3.2 Prepare and maintain a contact list of meeting participants, stakeholders, and interested parties. Provide this list to PARD, who will maintain an overall stakeholder database for the project.
- 3.3 Administer, organize and present primary content of all meetings. PARD will provide introductory remarks and present meeting content as required.
- 3.4 Assist with any media attending a meeting.
- 3.5 Be responsible for the setup and cleanup of the meeting sites.
- 3.6 Provide any necessary video, audio, or other equipment, as needed. DW will ensure, and provide if necessary, that all meetings are equipped with standard A/V equipment such as screens and projectors.
- 3.7 Maintain written minutes of each meeting, which will include a list of participants, and a meeting summary of each meeting to be posted on the project web page.
- 3.8 Provide the virtual "Zoom" meeting room link for virtual meetings (capacity is limited to 500 with DW's license).
- 3.9 Translation and interpretation to Spanish and other languages, if requested by stakeholders, which are widely used languages for Austin residents with limited English proficiency.

It should be noted that the DW team will need to be flexible in the meeting format being either in person or virtual as the duration of the project takes place over a year when uncertainty about the COVID-19 pandemic is still in place. As such, the deliverables expected for an in-person meeting will be different for a virtual meeting, but will have the same or similar outcomes, i.e., documentation of the meeting, facilitation of the meeting, etc.

4. Stakeholder/Public Participation

- 4.1 Create a Public Outreach and Engagement Plan that facilitates effective and diverse outreach strategy within the greater Austin area, stakeholder/public participation, input collection and analysis, and presentation materials in collaboration with the City PM and PARD's Communications and Engagement Unit.
 - 4.1.1 The goals of engagement (measure of success) will be as follows:
 - 4.1.1.1 Education - Engagement activities will result in key stakeholders being more informed about Zilker Metro Park, operations, and services, the Vision Plan Update and process.
 - 4.1.1.2 Diverse stakeholder representation - There will be representation of diverse groups of stakeholders including but not limited to Zilker Metro Park users, area residents, area businesses, groups and organizations that serve a similar population. Stakeholders will represent the demographics of Austin.
 - 4.1.1.3 Consultation - Engagement activities will be designed in a way that gather input from stakeholders to inform the plan. It will be clear how the input will help develop the plan.
- 4.2 Conduct a minimum of five (5) public meetings, 20 pop-ups (2 for each City Council District), and (15) small group meetings. Additional public meetings or small group meetings may be required based on final scope development or community feedback.
 - 4.2.1 Small Group and Public Meetings, Project Introduction and Information Gathering:
 - 4.2.1.1 Conduct small-scale, focused group meetings to garner detailed information regarding programming, infrastructure, transportation, neighborhood connectivity,

Proposal for Zilker Metropolitan Park Vision Plan Reissue
Austin, Texas
January 25, 2021

- environmental concerns, and any other relevant issues affecting the development of Zilker Metropolitan Park. Relevant focus groups may include, but are not limited to, neighborhood groups, current park vendors/contractors, Spanish-speaking park users, conservancy groups, families, particularly interest groups, other limited English proficient park users.
- 4.2.1.2 Conduct a public meeting that introduces the Project, DW's project team, present the project approach, parameters, Council expectations, schedule, existing conditions, opportunities and challenges, Vision Planning goals and guiding principles, and facilitate a community input exercise to gather the community's knowledge of, concerns about and desires for Zilker Metro Park. DW will close this meeting with information on the next steps.
 - 4.2.1.3 Meeting will have a live-streaming component allowing additional residents to access meeting in live time.
 - 4.2.1.4 Language interpretation of meetings will be coordinated with PARD Communications and Engagement Unit.
 - 4.2.1.5 Prepare an ADA accessible summary report of the meeting to be posted on the project web page no later than five (5) business days after the meeting, conduct a work session after this meeting with the TAG/Working Group and City PM to develop a framework for preliminary design concepts that responds to the public input received. This work session will take place after the debriefing with the City PM.
 - 4.2.1.6 Provide the public the opportunity to provide input on the content presented at the public meeting through the website. A video recording of the meeting no later than five (5) business days after the meeting will be available on the website for the public to view and submit comments.
- 4.2.2 Public Meeting, Programming:
- 4.2.2.1 Conduct a meeting to discuss proposed programming uses, operations and maintenance, park enhancements, traffic, circulation, parking, events, brownfields/environmental, etc. to solicit public feedback and generate alternate ideas for the park's future.
 - 4.2.2.2 Prepare a summary report of the meeting to be posted on the project web page no later than five (5) business days of the meeting and conduct a work session after this meeting with the TAG/Working Group and City staff to review all the public feedback received. This work session will take place after the debriefing with the City PM.
 - 4.2.2.3 Provide the public the opportunity to provide input on the content presented at the public meeting through the website. A video recording of the meeting no later than five (5) business days of the meeting on the website for the public to view and send comments.
- 4.2.3 Public Meeting, Alternatives:
- 4.2.3.1 Conduct a meeting to present the preliminary design concepts, with an emphasis on demonstrating how public input has influenced the concepts, and to solicit feedback, generate alternate ideas, etc. Prepare a summary report of the meeting to be posted on the project web page within 48 hours of the meeting and conduct a work session after this meeting with the TAG/Working Group and City staff to develop a framework for a rough draft of the Vision Plan that responds to the public input received. This work session will take place after the debriefing with the City PM.
 - 4.2.3.2 Provide the public the opportunity to provide input on the content presented at the public meeting through the website. A video recording of the meeting no later than

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five (5) business days of the meeting on the website for the public to view and send comments.

4.2.4 Public Meeting, Draft Plan:

- 4.2.4.1 Conduct a meeting to present the draft Vision Plan to the public. The meeting will be designed to solicit feedback, generate alternate ideas, recommendations, and solutions to draft proposals. An emphasis will be placed on soliciting feedback and generating alternate recommendations on proposals that are controversial or that lack consensus. A plan needs to be in place on how to report back to the community on the final Vision Plan after soliciting their input at meeting #4.
- 4.2.4.2 Prepare a summary report of the meeting to be posted on the project web page no later than five (5) business days of the meeting and conduct a work session after this meeting with the TAG/Working Group and City staff to finalize a draft Vision Plan that responds to the public input received. This work session will take place after the debriefing with the City PM.
- 4.2.4.3 Provide the public the opportunity to provide input on the content presented at the public meeting through the website. A video recording of the meeting no later than five (5) business days of the meeting on the website for the public to view and send comments.
- 4.2.4.4 Results from public meeting #4 will be posted on the project website for viewing and comment from the public for a minimum of 3 weeks.

4.3 Additional engagement and outreach:

- 4.3.1 Online, use of Speak Up Austin (managed by the City of Austin), surveys, and social media.
- 4.3.2 Intercept surveys-designed to quickly gain input from 'walk-up' facility users. (The survey done at the 2020 Trail of Lights will be one example of this).
- 4.3.3 Assist PARD with outreach through mainstream media and other relevant media including pop-up event meetings/gatherings.
- 4.3.4 Ambassador Program or Conversation Corps
 - 4.3.4.1 The Ambassador Program or Conversation Corps will be flushed out through the Stakeholder Engagement Plan. The DW team will provide criteria through which the Ambassadors will be found by the City. The DW team will perform a training for the Ambassadors that will inform them about their responsibilities during the project. Responsibilities may include getting the word out to their networks about the meetings and shepherding any questions from their networks to the City and DW. Up to five additional meetings with the Ambassadors are included, one prior to each public meeting. The volunteers from the program will be invited to a team meeting or call that takes place prior to a public meeting to keep them informed of the process.

4.4 Documentation of Public Process:

- 4.4.1 Prepare a contact list of stakeholders and interested parties for record keeping, consultation, and notification purposes. PARD will maintain the database of stakeholders.
- 4.4.2 Prepare and maintain every meeting presentation and all meeting materials, sign-in sheets and meeting minutes. Provide to city for posting on website within 48 hours. Meeting material will also be included in an appendix of the final plan.
- 4.4.3 Maintain every piece of public feedback, including feedback from meetings, online surveys, emails and phone calls, to be documented in an appendix of the final plan.
- 4.4.4 Assist in preparation of PARD notifications on upcoming public meetings (6-8 weeks in advance), boards, commissions, City Council, including monthly project updates. Press releases will be reviewed and disseminated by the PARD Communication and Engagement Office.

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- 4.4.5 Meet with the City PM the following day after each public meeting, or at a time mutually agreed to between The and the City PM, in order to debrief, discuss the input received, how the input will be integrated into the Vision Plan process, and next steps referenced in the Work Plan and Public Outreach and Engagement Plan.

5. City staff, Public Review/Boards, Commissions, Council Review

- 5.1 Prepare and conduct a project briefing/presentation of the draft Vision Plan to PARD executive and leadership team. The draft Vision Plan will reflect feedback from the City and public prior to presenting to the PARD executive and leadership team.
- 5.2 Make any necessary changes to the draft Vision Plan, as advised by the City PM and PARD executive and leadership team prior to posting to the project website and any presentation to Boards, Commissions and City Council. This draft will be noted as the final draft Vision Plan.
- 5.3 Provide graphic materials to illustrate the final draft Vision Plan ideas and concepts, including a plan, sections, perspectives, etc. Graphic materials will be provided in a City approved electronic format for posting to the project website.
- 5.4 Prepare one presentation of approximately 10-20 slides and conduct up to eight (8) project presentations of the final draft Vision Plan, which may include but not limited to: Design Commission, Urban Transportation Commission, Environmental Commission, Land & Facilities Committee, Parks and Recreation Board, City Manager's Office, and City Council.
- 5.5 Make any necessary changes to the final adopted Vision Plan, as advised by the City Council and reviewed and approved by the City PM, prior to final acceptance by the City.

6. Vision Plan Report Preparation

- 6.1 Provide graphic materials to illustrate the rough draft Vision Plan ideas and concepts, including a plan (one final illustrative), sections (up to ten), perspectives (up to six), etc. The graphic materials will be provided in a City approved electronic format for posting to the project website.
- 6.2 Provide a Needs Assessment Report based on Site Analysis and public feedback. The report will address current and future needs including, but not limited to, programming space, administrative space, accessibility, physical repairs, and preservation of environmentally sensitive features.
- 6.3 Provide a minimum of three (3) preliminary Vision Plan concepts based on the site analysis, needs assessment, City staff and public input. The concepts will be supported with graphic materials to illustrate ideas to City staff and the public.
- 6.4 Provide a Draft Vision Plan Document that includes illustrative plan graphics, sections, perspectives, and an estimate of construction costs for proposed improvements in order to effectively communicate the Vision Plan concepts to City staff and the public.
- 6.5 Provide an implementation strategy (Phasing Plan) for the Vision Plan. The strategy will define key projects and include preliminary budget estimates for each of these projects, an overall budget estimate for the entire Vision Plan, and include preliminary operations and maintenance budgets. Potential funding strategies will be included, such as public-private partnerships, revenue generating programs, on-site concessions, on-site stores, etc.
- 6.6 Provide a Final Draft Vision Plan Document incorporating City and public feedback prior to any presentations to the Boards & Commissions and City Council.
- 6.7 Provide a Final Vision Plan Document that synthesizes the Vision Planning process into a single report and includes, but not limited to, the following:
 - 6.7.1 Site Analysis and Existing Conditions Report
 - 6.7.2 Guiding Principles
 - 6.7.3 Technical Advisory Group Input
 - 6.7.4 Community Engagement Summary
 - 6.7.5 Needs Assessment
 - 6.7.6 Recommendations/Options

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- 6.7.7 Final Draft Presentation
- 6.7.8 Boards and Commission Recommendations
- 6.7.9 Final Vision Plan

6.8 Provide three (3) hard copies and a City approved electronic copy of the Final Vision Plan Report and electronic copies of all related materials to the City PM.

Contract Deliverables

Deliverables	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference
Strategic Kick-Off and Project Initiation				1.0
Project Work Plan	Detailed project description; communications protocol; milestone schedule	To be delivered within 30 days of contract execution	Review & accept	1.1
Kickoff Meeting	Kickoff Meeting	To be delivered within 45 days of contract execution	Completion	1.2
Technical Advisory Group Meetings	Conduct TAG meetings	PARD & City staff members will be engaged throughout process	Completion	1.3
Progress Reports	Provide cumulative progress reports to the City Project Manager (PM) detailing work completed	Bi-weekly	Review & accept	1.4
Site and Contextual Analysis and Data Collection				2.0
Site Analysis and Existing Conditions Report	Conduct site reconnaissance and develop a site analysis map	TBD	Review & accept	2.2
Presentation of the Site Analysis and Existing Conditions Report	Present to PARD PM, TAG Team and the Working Group of the Parks and Recreation Board	TBD	Completion	2.3
Presentation of the Site Analysis and Existing Conditions Report to City Commission, Boards, City Manager and City Council	Present to Boards, Commissions, City Manager and City Council	After presentation to PARD PM	Completion	2.4
Community Wide Survey	Survey to include Site Analysis and Existing Conditions Report and Guiding Principles	TBD	Review and accept	2.5.1
Project Meetings				3.0
Project Meetings	Prepare agenda, sign-in	On-going	Review & accept	3.1

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Materials	sheets, notifications, invitations; press releases, handout materials, and presentation materials			
Stakeholder Contact List	Maintain stakeholder database	On-going		3.2
Meeting minutes and summaries	Maintain written minutes of each meeting and provide a Meeting Summary of each meeting	On-going	Review and accept	3.7
Stakeholder/Public Participation				4.0
Public Outreach and Engagement Plan	Plan that facilitates effective and diverse outreach strategy, stakeholder/public participation, input collection and analysis, presentation materials in collaboration with City Staff	Prior to first TAG Meeting	Review and accept	4.1
Public Engagement and Outreach	Includes a minimum of 5 public meetings, 15 small-scale focus-group meetings, 20 pop-ups (2 for each City Council District)	On-going	Completion	4.2
City Staff, Public Review/Boards, Commissions, Council Review				5.0
Draft Vision Plan	Prepare and conduct a project briefing/presentation of the draft Vision Plan to PARD executive and leadership team	Prior to development Final Draft Vision Plan	Completion	5.1
Final Draft Vision Plan Document	Incorporates City staff and public feedback prior to presentation to Boards & Commissions and City Council	After final public meetings	Review and accept	5.3
Presentation of Final Draft Vision Plan Document to City Commission, Boards, City Manager and City Council	PowerPoint presentation to City Commissions, Boards, City Manager and City Council	Upon Completion	Completion	5.4
Vision Plan Report Preparation				6.0
Provide a Needs Assessment Report	The report should address current and future needs including, but not limited to, programming space, administrative space,	Upon Completion	Completion	6.1

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	accessibility, physical repairs, and preservation of environmentally sensitive features			
Preliminary Vision Plan Concepts	Provide a minimum of three (3) preliminary Vision Plan concepts based on the site analysis, needs assessment, City staff and public input	Upon Completion	Completion	6.2
Final Vision Plan Document	Includes graphic materials to illustrate ideas; phased implementation strategy defining key projects; Preliminary budget estimates for phases; overall budget estimate for entire Vision Plan; and potential funding strategies; three (3) hard copies and electronic copy of Final Vision Plan Document and electronic copies of all related materials to City project manager	Upon Completion	Completion	6.3-6.7

INITIAL INFORMATION

The City will provide the following information or services as required for performance of its services.

In order to begin services, Design Workshop will require the City to provide or perform the following:

- 1.1 Provide GIS data that indicates boundaries, easements, utilities, impervious cover and vegetation (this information is anticipated to come from the City of Austin's GIS online database).
- 1.2 Create a Technical Advisory Group/Working Group to assist DW with relevant city departments' goals, policies, plans, and constraints.
- 1.3 Develop and maintain a webpage to post project information.
- 1.4 Disseminate all press releases, notifications, meeting invitations and other communications to the public.
- 1.5 Assign a project manager to coordinate with DW on project organization, schedule of meetings, and other deliverables.
- 1.6 Facilitating finding the Ambassadors for the Ambassador program and paying them if applicable. The Conversation Corps program may be used in place of the Ambassador program.

PROJECT CONDITIONS

1. City coordination may need extra time if Design Workshop has to coordinate with multiple stakeholders.
2. Design Workshop uses Autodesk Civil 3D® for design modeling and drawing production. All CAD products will be provided to Design Workshop in AutoCAD-compatible formats and Design Workshop will not be

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responsible for inaccuracies in such base data or lack of coordination of such. Therefore, BIM modeling and drawing production except in Civil 3D is excluded from Design Workshop's scope.

PROJECT EXCLUSIONS

The following exclusions are not part of Design Workshop's base scope of services and will be considered Additional Services. Design Workshop will endeavor to solicit approval from the client prior to commencing services.

1. Revisions to site area or project scope of work
 - a. Design and engineering scope of services required because of changes to the Project including but not limited to changes in size or location of project area, quality and complexity, schedule, program, or budget;
2. Additional Graphic Deliverables
 - a. Alternate Design directions and/or alternate solutions after the completion of the schematic design package;
 - b. Preparation of marketing, fundraising, promotional and collateral material such as renderings, graphics, etc. not listed herein;
 - c. Production of fully-rendered 3D (or physical) model or fly-through;
3. Certifications & Permits
 - a. Services in conjunction with permit submissions, applications, entitlements, and/or presentations to regulatory agencies except as defined herein;
 - b. Coordination and documentation of sustainable design requirements, e.g., LEED, Well Building, Living Building Challenge, or SITES, certification unless contracted;
4. Meetings and Site Visits
 - a. In person, web and site meetings in addition to the number indicated in base scope of services of this agreement;
 - b. Social media coordination will be limited to drafting content for City distribution;
 - c. Team will deliver event strategy for pop-ups. This will include recommendations and protocols for a single-format event that can be executed multiple times by the City. DW will assist with the pop-ups and meeting materials.
5. Sub-Consultant Services
 - a. Only subconsultants listed herein are part of the scope of services.

FEES AND EXPENSES

1. BASIC SERVICES

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement will be for a lump sum fee of \$600,000. See attached fee schedule for details.

The estimated fees are as follows:

Task One	Strategic Kick-Off and Project Initiation	\$48,043.94
Task Two	Site and Contextual Analysis and Data Collection	\$101,975.87
Task Three	Project Meetings	\$65,933.60
Task Four	Stakeholder/Public Participation	\$167,029.09

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Task Five	City Staff/Public Review/Boards, Commissions, Council	\$38,207.64
Task Six	Vision Plan Report Preparation	\$174,350.27
Estimated Reimbursable Expenses		\$4,459.59
Total Compensation Fees		\$600,000.00

2. REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to compensation for Basic Services. Reimbursable expenses incurred by Design Workshop and consultants directly related to the project such as, but not limited to, travel (local travel expenses excluded), photography, telephone charges, video conference charges, and printing expenses. Reimbursable expenses are estimated at \$4,459.59.

SCOPE OF SERVICES – ADDITIONAL SERVICES 1, PROJECT BRANDING

A project brand is a critical communication and engagement tool. When thoughtfully developed it builds engagement and equity throughout the project. Our process takes the existing context into consideration, including the brand, the community and how it will be used. The development of two concepts will illustrate options for the key components of the brand. Following review of these concepts, a preferred concept will be developed and once approved the final brand assets can be applied to project documents and promotional materials.

1. Project Branding Strategy

- 1.1 Create a branding strategy
 - 1.1.1 Review of existing brand for alignment
 - 1.1.2 2 concepts including colors, typography, logo, graphic elements
 - 1.1.3 Preferred concept development; finalized brand assets

Contract Deliverables

Deliverables	Description	Timeline (due/completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Contract Reference
Branding Strategy				1.0
Branding Strategy	Review of existing brand for alignment; 2 concepts including colors, typography, logo, graphic elements; preferred concept development; finalized brand assets	To be delivered before first public meeting	Completion and use within document and other supporting graphics	1.1

FEES AND EXPENSES

1. BASIC SERVICES

Compensation to Design Workshop for the services described herein and in accordance with the conditions of this agreement will be for a lump sum fee of \$6,909.47. See attached fee schedule for details.

The estimated fees are as follows:

Task One	Branding Strategy	\$6,909.47
	Total Professional Fees (labor only)	\$6,909.47

Attachment 5 - Resource Allocation Plan (RAP)

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

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
Task 1: Strategic Kick Off and Project Init	\$48,043.94	2/1/2021	3/25/2022			
Project Management				0.0%	0.0%	0.0%
Work Plan				0.0%	0.0%	0.0%
Project Kickoff Meeting				0.0%	0.0%	0.0%
TAG Group Meeting x 1				0.0%	0.0%	0.0%
Bi-weekly Progress Reports				0.0%	0.0%	0.0%
<i>Task 1 Total</i>				0.0%	0.0%	0.0%
Task 2: Site and Contextual Analysis and	\$101,975.87	2/1/2021	6/4/2021			
Project Management				0.0%	0.0%	0.0%
Compile Previous Reports				0.0%	0.0%	0.0%
Draft Site Analysis/Existing Conditions R				0.0%	0.0%	0.0%
Present Site Analysis Report to City PM,				0.0%	0.0%	0.0%
Present Site Analysis Report to City Boa				0.0%	0.0%	0.0%
Community Survey				0.0%	0.0%	0.0%
<i>Task 2 Total</i>				0.0%	0.0%	0.0%
Task 3: Project Meetings	\$65,933.60	2/1/2021	3/25/2022			
Project Management				0.0%	0.0%	0.0%
Agenda/sign-in sheets/notifications/etc.				0.0%	0.0%	0.0%
Contact List				0.0%	0.0%	0.0%
Organize/facilitate meetings				0.0%	0.0%	0.0%
Assist with Media				0.0%	0.0%	0.0%
Setup/cleanup of Meetings				0.0%	0.0%	0.0%
Audio/video				0.0%	0.0%	0.0%
Minutes				0.0%	0.0%	0.0%
Translation/interpetation to Spanish				0.0%	0.0%	0.0%
<i>Task 3 Total</i>				0.0%	0.0%	0.0%
Task 4: Stakeholder/Public Participation	\$167,029.09	2/1/2021	3/28/2022			
Project Management				0.0%	0.0%	0.0%
Public Outreach and Engagement Plan				0.0%	0.0%	0.0%
Small Group Meetings x 15				0.0%	0.0%	0.0%
Public Meetings x 5				0.0%	0.0%	0.0%
Pop-ups x 20				0.0%	0.0%	0.0%
Surevey, social media, Speak Up Austin,				0.0%	0.0%	0.0%
Ambassador Program/Conversation Corp				0.0%	0.0%	0.0%
Meeting with City PM x 5				0.0%	0.0%	0.0%
Meeting with TAG x 5				0.0%	0.0%	0.0%
<i>Task 4 Total</i>				0.0%	0.0%	0.0%
Task 5: City Staff/Public Review/Boards...	\$38,207.64	1/17/2022	3/11/2022			
Project Management				0.0%	0.0%	0.0%
Vision Plan Presentation to PARD				0.0%	0.0%	0.0%
Update Vision Plan				0.0%	0.0%	0.0%
Graphic Materials (see Task 6)				0.0%	0.0%	0.0%
Presentation of 10-20 slides x 8				0.0%	0.0%	0.0%
Update plan based on comments from B				0.0%	0.0%	0.0%
<i>Task 5 Total</i>				0.0%	0.0%	0.0%
Task 6: Vision Plan Report Preparation	\$174,350.27	2/1/2021	3/25/2022			
Project Management				0.0%	0.0%	0.0%
Branding Strategy				0.0%	0.0%	0.0%
Graphic Materials				0.0%	0.0%	0.0%
Needs Assessment Report				0.0%	0.0%	0.0%
3 Vision Plan Concepts				0.0%	0.0%	0.0%
Draft Vision Plan Document				0.0%	0.0%	0.0%
Implementation Strategy/Phasing Plan				0.0%	0.0%	0.0%
Final Draft Vision Plan Document				0.0%	0.0%	0.0%
Final Vision Plan Document				0.0%	0.0%	0.0%
3 Hard Copies and Electronic Copy				0.0%	0.0%	0.0%
<i>Task 5 Total</i>				0.0%	0.0%	0.0%
Reimbursable Expenses	\$4,459.59					
Project Total	\$600,000.00			0.0%	0.0%	0.0%

APPROVED FIXED BUDGET:

DATE OF CURRENT FCB:

Attachment 5 - Resource Allocation Plan (RAP)

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

Task Description	Budget	Start Date	End Date	% Complete	% Paid	% Time
Task 1: Branding	\$6,909.47	2/1/2021	5/31/2021			
Branding Strategy				0.0%	0.0%	0.0%
<i>Task 1 Total</i>				0.0%	0.0%	0.0%
Reimbursable Expenses	\$0.00					
Project Total	\$6,909.47			0.0%	0.0%	0.0%

APPROVED FIXED BUDGET: DATE OF CURRENT FCB:
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Attachment 6 - Maximum Not-to-Exceed Contract Amounts by Task

PHASE 1: STRATEGIC KICK-OFF AND PROJECT INITIATION

Agreed Upon Fixed Fee Dollar Amount

Maximum Cost

TASK 1 TOTAL

\$48,043.94

PHASE 2: SITE AND CONTEXTUAL ANALYSIS AND DATA

Agreed Upon Fixed Fee Dollar Amount

Maximum Cost

TASK 2 TOTAL

\$101,975.87

PHASE 3: PROJECT MEETINGS

Agreed Upon Fixed Fee Dollar Amount

Maximum Cost

TASK 3 TOTAL

\$65,933.60

PHASE 4: STAKEHOLDER/PUBLIC PARTICIPATION

Agreed Upon Fixed Fee Dollar Amount

Maximum Cost

TASK 4 TOTAL

\$167,029.09

PHASE 5: CITY STAFF, PUBLIC REVIEW/BOARDS, COMMISSIONS, COUNCIL REVIEW

Agreed Upon Fixed Fee Dollar Amount

Maximum Cost

TASK 5 TOTAL

\$38,207.64

PHASE 6: VISION PLAN REPORT PREPARATION

Agreed Upon Fixed Fee Dollar Amount

Maximum Cost

TASK 6 TOTAL

\$174,350.27

REIMBURSABLE COSTS

REIMBURSABLE COSTS TOTAL

\$4,459.59

MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT

\$600,000.00

Attachment 6 - Maximum Not-to-Exceed Contract Amounts by Task

PHASE 1: BRANDING STRATEGY

Agreed Upon Fixed Fee Dollar Amount
Maximum Cost

TASK 1 TOTAL

\$6,909.47

REIMBURSABLE COSTS

REIMBURSABLE COSTS TOTAL

\$0.00

MAXIMUM NOT-TO-EXCEED CONTRACT AMOUNT

\$6,909.47



Attachment 4

QUALITY CONTROL PLAN

PROJECT SPECIFIC

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

Date: [Click here to select date.](#)

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

Project Name: [Click to enter response.](#)

Location: [Click to enter response.](#)

Solicitation #: [Click to enter number \(CLMxxxx\).](#)

CIP ID #: [Click to enter response.](#)

Contract #: [Click to enter number \(MA/CT/DO\).](#)

COA PM: [Click to enter response.](#)

COA Sponsor Dept.: [Click to enter response.](#)

The Work consists of: [Click to enter response.](#)

Consultant Name: [Click to enter response.](#)

Consultant Contact Information: [Click to enter name.](#)

[Click to enter address line 1.](#)

[Click to enter address line 2.](#)

[Click to enter phone/email.](#)

Consultant’s TBPE and/or TBAE firm number: [Click to enter response.](#)

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

PDT Signature

ITRT Signature

[Click to enter name.](#)

Principal Printed Name

[Click to enter name.](#)

PDT Printed Name

[Click to enter name.](#)

ITRT Printed Name

1. Management/Organization Structure

- a. An organization chart is attached to this QCP and it demonstrates the independence of the ITRT from the PDT, identifies if the ITRT is internal or external to the design consulting firm, and shows the ITRT reporting to a management level equal to (or higher than) the PDT:

Yes

- b. Resumes for all members of the ITRT are attached to this QCP and establish that ITRT members have proper credentials and QA/QC experience: Yes
- c. New resumes for ITRT staff member will be provided during the project if the ITRT staff members identified in this QCP change: Yes

2. Quality Control Procedures and Documentation

- a. Describe the QAQC communication plan below, including how problems will be identified, tracked, followed-up on, and resolved. It includes details of the procedures for QC 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.

[Click here to enter response.](#)

- b. 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.

[Click here to enter response.](#)

- c. COA will be able to track, using QCP records, each executed step of the QAQC process, and all of the Consultant's files will be auditable and available to COA upon request: Yes

3. Schedule

Provide a design schedule below (or attached) that is realistic, detailed, and reflects an accurate understanding of all work and review elements of this project. Include the following:

- Sequence of tasks to be completed within the time period specified by COA
- Type and frequency of submittals consistent with the Supplemental Agreement
- Design submittal dates to COA and time for revisions to Consultant's internal QA/QC comments prior to submittals to COA
- Time for all applicable COA reviews (Project Management Division, Quality Management Division, Development Services Department, Sponsor Department, etc.)

[Click here to enter response.](#)

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.