



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

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**Solicitation: RFP 2200 MDD0101**

**Addendum No: 1**

**Date of Addendum: 01/18/2017**

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This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Document Changes:**

1. Please see the attached Pre-Bid Meeting Sign-In sheet.

**II. Questions:**

(Q1) What is the process of waiver requests?

(A1) Any waiver decision will be handled by City Staff.

(Q2) Is a master plumbing license required?

(A2) Individuals reviewing site plan plumbing plans must have an "Active" or "Dormant" Master Plumber license. Individuals reviewing building plumbing plans must have at minimum an IAPMO Plumbing Plans Examiner Certification.

(Q3) Will the contractor need to meet with applicants?

(A3) Yes, if a meeting is necessary the contractor is expected to meet with the applicant at a location agreeable to both parties.

(Q4) Does the City of Austin need to be informed about any review meeting(s) with the applicant(s)?

(A4) Plumbing review meeting notifications do not need to be communicated to the City however, residential and commercial review meeting notifications will be determined upon contract execution.

(Q5) Is there a checklist for the different type of reviews?

(A5) A checklist will be provided for residential and commercial review but not for site plan plumbing.

(Q6) Does the City consider it a conflict of interest if the selected vendor also represents local home builders and performs consulting services on their permit applications?

(A6) Yes the City does consider that a conflict of interest. At the very least that vendor will not be able to perform permit reviews on their customer permit applications. The City may also, dependent on quantity, determine that the resources required to review and divert those applications to other reviewers requires too many City resources, and may not be able to contract with the conflicted vendor.

(Q7) Is a 1099 employee of a vendor considered a subcontractor?

(A7) No, a 1099 employee is considered an employee of the vendor.

III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:



Matthew Duree, Buyer Senior Supervisor  
Purchasing Office, (512) 974-6346

1-18-17  
Date

ACKNOWLEDGED BY:

Name

Authorized Signature

Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICIATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")  
AND  
BUREAU VERITAS NORTH AMERICA, INC. ("Contractor")  
for  
Permit Plan Review Services  
NA170000214**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Bureau Veritas North America, Inc. having offices at Plano, TX 75074 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number MDD0101.

**1.1 This Contract is composed of the following documents:**

1.1.1 This Contract

1.1.2 The City's Solicitation, RFP, MDD0101 including all documents incorporated by reference

1.1.3 Bureau Veritas North America, Inc. Offer, dated February 2<sup>nd</sup> 2017, including subsequent clarifications

**1.2 Order of Precedence.** Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

1.2.1 This Contract

1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference

1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

**1.3 Term of Contract.** The Contract will be in effect for an initial term of 24 months and may be extended thereafter for up to three (3) 12 month extension option(s), subject to the approval of the Contractor and the City Purchasing Officer or his designee. See the Term of Contract provision in Section 0400 for additional Contract requirements.

**1.4 Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$760,000 for the initial Contract term and \$380,000 for each extension option. Payment shall be made upon successful completion of services or delivery of goods as outlined in each individual Delivery Order.

**1.5 Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order



1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 Exhibit A – BAFO Cost Proposal dated 6/7/2017

1.6.2 Exhibit B – Bureau Veritas Clarification dated 03/01/2017

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

**BUREAU VERITAS NORTH AMERICA,  
INC.**

**CITY OF AUSTIN**

BRAD R. HUFFAKER  
Printed Name of Authorized Person

Matthew Duree  
Printed Name of Authorized Person

  
Signature

  
Signature

DIRECTOR OF OPERATIONS  
Title:

Procurement Supervisor  
Title:

11/27/17  
Date:

12-4-17  
Date:

## EXHIBIT A

## BAFO

## COST PROPOSAL SHEET

## RFP MDD0101 Permit Plan Review

The City of Austin will utilize the information on this BAFO for analyzing competing proposals and selection purposes.

Vendor Name:

Bureau Veritas

Vendor Signature:



Date:

6/7/2017

An entry of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. In the BAFO section below, provide your best and final pricing for all items. If the unit cost price will not change please input the same price in the BAFO column. The City is seeking the best possible rate plan review services.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UPDATED PROPOSED UNIT PRICE	BAFO UPDATED UNIT PRICE
2	Residential Plan Review Approved Plan Revision Submitta	1	Per Revised Application	\$180.00	\$180.00
<b>Commercial Plan Review (estimated up to 30 monthly)</b>					
	Commercial Plan Review Occupancy Groups B,E,F-1,F-2,M,S-1,S-2,U (Mixed Use to combine fees from each occupancy group in project)				
3	a <=1,500 sq. ft.	1	Per Application	600.00	\$600.00
4	b <=5,000: per additional 500 sq. ft. over 1,500 sq. ft.	1	Per Application	158.00	\$158.00
5	c <=10,000: per additional 1,000 sq. ft. above 5,000 sq. ft.	1	Per Application	280.00	\$280.00
6	d <=25,000: per additional 5,000 sq. ft. above 10,000 sq. ft.	1	Per Application	1,034.00	\$1,034.00
7	e <=50,000: per additional 5,000 sq. ft. above 25,000 sq. ft.	1	Per Application	1,220.00	\$1,220.00
8	f <=100,000: per additional 10,000 sq. ft. above 50,000 sq. ft.	1	Per Application	1,580.00	\$1,580.00
9	g >100,000: per additional 10,000 sq. ft.	1	Per Application	2,490.00	\$2,490.00
	Commercial Plan Review Occupancy Group A (Mixed Use to combine fees from each occupancy group in project)				
10	a <=1,500 sq. ft.	1	Per Application	600.00	\$600.00
11	b <=5,000: per additional 500 sq. ft. over 1,500 sq. ft.	1	Per Application	158.00	\$158.00
12	c <=10,000: per additional 1,000 sq. ft. above 5,000 sq. ft.	1	Per Application	280.00	\$280.00
13	d <=25,000: per additional 5,000 sq. ft. above 10,000 sq. ft.	1	Per Application	1,034.00	\$1,034.00
14	e <=50,000: per additional 5,000 sq. ft. above 25,000 sq. ft.	1	Per Application	1,220.00	\$1,220.00
15	f <=100,000: per additional 10,000 sq. ft. above 50,000 sq. ft.	1	Per Application	1,580.00	\$1,580.00
16	g >100,000: per additional 10,000 sq. ft.	1	Per Application	2,490.00	\$2,490.00
	Commercial Plan Review Occupancy Group I (Mixed Use to combine fees from each occupancy group in project)				

17	a <=1,500 sq. ft.	1	Per Application	600.00	\$600.00
18	b <=5,000: per additional 500 sq. ft. over 1,500 sq. ft.	1	Per Application	158.00	\$158.00
19	c <=10,000: per additional 1,000 sq. ft. above 5,000 sq. ft.	1	Per Application	280.00	\$280.00
20	d <=25,000: per additional 5,000 sq. ft. above 10,000 sq. ft.	1	Per Application	1,034.00	\$1,034.00
21	e <=50,000: per additional 5,000 sq. ft. above 25,000 sq. ft.	1	Per Application	1,220.00	\$1,220.00
22	f <=100,000: per additional 10,000 sq. ft. above 50,000 sq. ft.	1	Per Application	1,580.00	\$1,580.00
23	g >100,000: per additional 10,000 sq. ft.	1	Per Application	2,490.00	\$2,490.00
	Commercial Plan Review Occupancy Groups R-1,R-2,R-3,R-4 (Mixed Use to combine fees from each occupancy group in project)				
24	a <=1,500 sq. ft.	1	Per Application	600.00	\$600.00
25	b <=5,000: per additional 500 sq. ft. over 1,500 sq. ft.	1	Per Application	158.00	\$158.00
26	c <=10,000: per additional 1,000 sq. ft. above 5,000 sq. ft.	1	Per Application	280.00	\$280.00
27	d <=25,000: per additional 5,000 sq. ft. above 10,000 sq. ft.	1	Per Application	1,034.00	\$1,034.00
28	e <=50,000: per additional 5,000 sq. ft. above 25,000 sq. ft.	1	Per Application	1,220.00	\$1,220.00
29	f <=100,000: per additional 10,000 sq. ft. above 50,000 sq. ft.	1	Per Application	1,580.00	\$1,580.00
30	g >100,000: per additional 10,000 sq. ft.	1	Per Application	2,490.00	\$2,490.00
	Commercial Plan Review Occupancy Groups H1-H5 (Mixed Use to combine fees from each occupancy group in project)				
31	a <=1,500 sq. ft.	1	Per Application	700.00	\$700.00
32	b <=5,000: per additional 500 sq. ft. over 1,500 sq. ft.	1	Per Application	172.00	\$172.00
33	c >5,000 sq. ft.: per additional 1,000 sq. ft.	1	Per Application	300.00	\$300.00
	Commercial Plan Review Shell Buildings				
34	a <=5,000 sq. ft.	1	Per Application	158.00	\$158.00
35	b <=10,000: per additional 1,000 sq. ft. above 5,000 sq. ft.	1	Per Application	280.00	\$280.00
36	c <=25,000: per additional 5,000 sq. ft. above 10,000 sq. ft.	1	Per Application	1,034.00	\$1,034.00
37	d <=50,000: per additional 5,000 sq. ft. above 25,000 sq. ft.	1	Per Application	1,220.00	\$1,220.00
38	e <=100,000: per additional 10,000 sq. ft. above 50,000 sq. ft.	1	Per Application	1,580.00	\$1,580.00
39	f >100,000: per additional 10,000 sq. ft.	1	Per Application	2,490.00	\$2,490.00
40	Commercial Plan Review Approved Plan Revision Fee	1	Per Revised Application	170.00	\$170.00
<b>Plumbing Plan Review</b>					
41	Site Plan Plumbing Review (estimated 100 monthly)	100	PER REVIEW	\$160.00	\$16,000.00
<b>TOTAL PROPOSED PRICE:</b>					<b>\$54,904.00</b>



**March 1, 2017**

**City of Austin  
Purchasing Office  
Attn: Mathew Duree  
Procurement Supervisor  
P.O. Box 1088  
Austin, TX 78767**

Re: RFP MFF0101 Permit Plan Review Services for The City of Austin Development Services Department

Dear Mr. Duree,

Thank you for the opportunity to provide clarification on our proposal for RFP MFF0101 Permit Plan Review Services for The City of Austin Development Services Department. Our clarifications to your questions are as follows:

- Tab 7, Page 30. Please clarify Bureau Veritas' role in the 6 projects listed on page 30.

**Texoma Medical Center**

– Contract with the City of Denison to perform plan review and inspection services in accordance with the city's adopted codes.

**The Residences at Montgomery Plaza**

– Through the City of Fort Worth 3rd Party Program, BV performed plan review and inspection services in accordance with the city's adopted codes.

**UNT Business Leadership Building**

– Contract with the University of North Texas to perform plan review in accordance with the university's codes and standards.

**ARTHouse at Keller Town Center**

- Contract with the City of Keller to perform plan review and inspection services in accordance with the city's adopted codes.

**Anna High School**

- Contract with the City of Keller to perform plan review and inspection services in accordance with the city's adopted codes

**The Wyatt at Presidio Junction Apartments**

- Through the City of Fort Worth 3rd Party Program, BV performed plan review and inspection services in accordance with the city's adopted codes.



• Tab 8. On page two of the scope of work under Services it states the following, “Perform plan reviews for any and all commercial, private and public, and residential construction projects within the legal boundaries and extra-terrestrial jurisdiction of the City which may include but are not limited to residential prototype reviews, residential zoning reviews, residential and commercial building reviews, commercial mechanical reviews, commercial electrical reviews, commercial plumbing reviews, commercial energy reviews, residential and commercial structural reviews, site plan coordination, permit history/violation review, and site plan plumbing reviews. “ Please clarify the role of each plan reviewer including the disciplines they will review for from the scope of work list.

Dave Stephens

Disciplines: Residential prototype reviews, residential zoning reviews, residential and commercial building reviews, commercial mechanical reviews, commercial electrical reviews, commercial plumbing reviews, commercial energy reviews, residential and commercial structural reviews, site plan coordination, permit history/violation review.

Joe Hysell

Disciplines: Residential prototype reviews, residential zoning reviews, residential and commercial building reviews, commercial energy reviews, residential and commercial structural reviews, site plan coordination, permit history/violation review.

David Chulak

Disciplines: Residential prototype reviews, residential zoning reviews, residential and commercial building reviews, residential and commercial structural reviews, site plan coordination, permit history/violation review.

Mary Fowler

Disciplines: Residential prototype reviews, residential zoning reviews, residential and commercial building reviews, residential and commercial structural reviews, site plan coordination, permit history/violation review.

Eric Vinson

Disciplines: Residential prototype reviews, residential zoning reviews, residential and commercial building reviews, permit history/violation review.

Ron Rimmer

Disciplines: Residential prototype reviews, residential zoning reviews, residential and commercial building reviews, permit history/violation review.

• Tab 8. Please also clarify the role of the Director of Plan Review Services. Will this individual be reviewing or overseeing those who will be reviewing?

The Director of Plan Review will perform plan review and oversee the team as well.





- Tab 8. On page 5 of the scope of work under Employee Requirements, g., it states the following, “Employees performing site plan plumbing reviews must have a minimum of six (6) years of experience as a master plumber.” None of the individuals listed in your proposal were listed as having experience of being a Master Plumber. Please identify how Bureau Veritas will meet this requirement.

Timothy Willhite is a Master Plumber that can perform site plan plumbing reviews. Please find his resume enclosed. Please note that we have over twenty staff members that are Licensed Plumbing Inspectors from the Texas State Board of Plumbing Examiners.

Sincerely,

**Van Tran, C.B.O**  
**Vice President of Operations**  
Van.tran@us.bureauveritas.com  
**Bureau Veritas North America, Inc.**



## Timothy Willhite, Residential Inspector

### Registrations/Certifications

ICC Certified:  
Residential Building Inspector  
Residential Electrical Inspector  
  
Texas State Board of Plumbing  
Examiners:  
Master Plumber  
Plumbing Inspector

Timothy Willhite has 20 years of experience in the construction and plumbing fields. He has been a Licensed Master Plumber and holds a plumbing inspector license from the Texas Board of Plumbing Examiners.

Tim is familiar with all areas of plumbing and also holds certifications from the International Code Council in residential building and electrical inspections. Tim is new to the BVNA family and we are pleased to offer his services to our clientele.

### Tenure at BVNA

1

### Residential Inspector

*Bureau Veritas North America, Inc.*

Performs residential building, electrical and plumbing inspections.

### Total Years of Experience

20

### Select Project Experience

#### Owner / Operator

##### *Air Quality*

Started, built and expanding this plumbing and air duct cleaning business in 2009. Managed office, shop and staff. Built loyal customer base through the provision of exceptional service. Designed and implemented policies for working, bidding, pricing, billing and collecting.

#### Master Plumber

##### *Marty Exum*

Responsible for all phases of plumbing construction for residential customers, as well as, repairs and remodeling. Read and interpreted blueprints for projects to ensure correct installation and placement of plumbing. Reviewed and tested installations for inspections by consumer and jurisdictional authorities.

#### Journeyman Plumber

##### *Scotty's Plumbing*

Performed all phases of plumbing from residential construction to repairs and remodeling. Review and tested installations for inspection. Submitted bids/proposals, wrote and issued bills, collected and deposited invoices.

#### Journeyman Plumber

##### *Jack's Plumbing*

Learned materials, pipes and fittings, as well as fixtures such as valves, sinks, toilets and other plumbing industry implements. Assisted in repairing and installing all plumbing items for one and two story residential homes.

**This solicitation is comprised of the following required sections. Please ensure to carefully read each section including those incorporated by reference. By signing this document, you are agreeing to all the items contained herein and will be bound to all terms.**

SECTION NO.	TITLE	PAGES
0100	STANDARD PURCHASE DEFINITIONS	*
0200	STANDARD SOLICITATION INSTRUCTIONS	*
0300	STANDARD PURCHASE TERMS AND CONDITIONS	*
0400	SUPPLEMENTAL PURCHASE PROVISIONS	7
0500	SCOPE OF WORK	7
0510	EXCEPTIONS CHECKLIST	1
0600	PROPOSAL PREPARATION INSTRUCTIONS & EVALUATION FACTORS	4
0605	LOCAL BUSINESS PRESENCE IDENTIFICATION FORM – Complete and return	2
0700	REFERENCE SHEET – Complete and return if required	2
0800	NON-DISCRIMINATION CERTIFICATION	*
0805	NON-SUSPENSION OR DEBARMENT CERTIFICATION	*
0810	NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION	*
0815	LIVING WAGES CONTRACTOR CERTIFICATION–Complete and return	1
0835	NONRESIDENT BIDDER PROVISIONS – Complete and return	1
0900	MBE/WBE PROCUREMENT PROGRAM PACKAGE NO GOALS FORM – Complete & return	2
ATT A	ATTACHMENT A - COST PROPOSAL FORM 0600A	**

**\* Documents are hereby incorporated into this Solicitation by reference, with the same force and effect as if they were incorporated in full text. The full text versions of the \* Sections are available on the Internet at the following online address:**

[http://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm#STANDARDBIDDOCUMENTS](http://www.austintexas.gov/financeonline/vendor_connection/index.cfm#STANDARDBIDDOCUMENTS)

**If you do not have access to the Internet, you may obtain a copy of these Sections from the City of Austin Purchasing Office located in the Municipal Building, 124 West 8<sup>th</sup> Street, Room #308 Austin, Texas 78701; phone (512) 974-2500. Please have the Solicitation number available so that the staff can select the proper documents. These documents can be mailed, expressed mailed, or faxed to you.**

**\*\* Documents are hereby incorporated into this solicitation as attached documents with the same force and effect as if they were incorporated in full text.**

#### **INTERESTED PARTIES DISCLOSURE**

**In addition, Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 “Certificate of Interested Parties” that is signed and notarized for a contract award requiring council authorization. The “Certificate of Interested Parties” form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of**



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City



**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

**10. WORKFORCE**

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
  - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
  - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

**11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

**12. INVOICES:**

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN  
PURCHASING OFFICE  
STANDARD PURCHASE TERMS AND CONDITIONS**

**13. PAYMENT:**

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
  - i. delivery of defective or non-conforming Deliverables by the Contractor;
  - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
  - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
  - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
  - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
  - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
  - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

**15. FINAL PAYMENT AND CLOSE-OUT:**

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
  - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
  - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

**16. SPECIAL TOOLS & TEST EQUIPMENT:** If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

**17. AUDITS and RECORDS:**

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
  - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
  - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
  - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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**18. SUBCONTRACTORS:**

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
  - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
  - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
  - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
  - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
  - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

**19. WARRANTY-PRICE:**

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
  - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
  - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
  - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
  - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
  - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be



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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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**30. DELAYS:**

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

**31. INDEMNITY:**

- A. Definitions:
  - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
    - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
    - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
  - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

**32. INSURANCE:** (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

**A. General Requirements.**

- i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
- ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review 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.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City 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 Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

**B. Specific Coverage Requirements:** Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2<sup>nd</sup> Street, 4<sup>th</sup> Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (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 City or in a manner not expressly permitted under this Agreement, 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 Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor 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.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.



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48. **DISPUTE RESOLUTION:**

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor 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 the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). 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. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.

B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **INTERESTED PARTIES DISCLOSURE**

As a condition to entering the Contract, the Business Entity constituting the Offeror must provide the following disclosure of Interested Parties to the City prior to the award of a contract with the City on Form 1295 "Certificate of Interested Parties" as prescribed by the Texas Ethics Commission for any contract award requiring council authorization. The Certificate of Interested Parties Form must be completed on the Texas Ethics Commission website, printed, and signed by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury. The City will submit the "Certificate of Interested Parties" to the Texas Ethics Commission within 30 days of receipt from the successful Offeror. The Offeror is reminded that the provisions of Local Government Code 176, regarding conflicts of interest between the bidders and local officials remains in place. Link to Texas Ethics Commission Form 1295 process and procedures below:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

56. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

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- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
  - ii. "Cost of components" means -
    - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
    - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.
  - iii. "Domestic end product" means-
    - (1) An unmanufactured end product mined or produced in the United States; or
    - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
  - iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
  - v. "Foreign end product" means an end product other than a domestic end product.
  - vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by Wednesday, January 18<sup>th</sup>, 2017.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

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

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
  - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
    - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
  - (1) The policy shall contain the following provisions:
    - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
    - (b) Contractor/Subcontracted Work.
    - (c) Products/Completed Operations Liability for the duration of the warranty period.
    - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
  - (2) The policy shall also include these endorsements in favor of the City of Austin:
    - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage

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- (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
      - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
    - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
      - (1) The policy shall include these endorsements in favor of the City of Austin:
        - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
        - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
        - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
  - C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **INSURANCE:** Insurance does not apply to this solicitation.
4. **TERM OF CONTRACT:**
- A. The Contract shall be in effect for an initial term of 24 months and may be extended thereafter for up to 3 additional 12 month periods, subject to the approval of the Contractor and the City Purchasing Officer or his designee.
  - B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
  - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
  - D. Prices are firm and fixed for the first 24 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
5. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.
6. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)
- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:



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	City of Austin
Department	Development Services Department
Attn:	Accounts Payable
Address	505 Barton Springs Road, 5 <sup>th</sup> Floor
City, State Zip Code	Austin , TX 78704

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

**7. RECYCLED PRODUCTS:**

- A. The City prefers that Offerors offer products that contain recycled materials. When a recycled product is offered by the Offeror, the Offeror must state in their Offer the percentage of the product that is recycled and must include a list of the recycled materials that are contained in the product.
- B. The recycled content of paper products offered to the City shall be in accordance with the Federal Environmental Protection Agency's Recycled Product Procurement Guidelines. These guidelines are available at <http://www.epa.gov/cpg/>.
- C. Contract award for paper products will be made for recycled products unless the cost is more than 10% above the lowest price for non-recycled paper products as required in the City's Comprehensive Recycling Resolution.

**8. LIVING WAGES:**

- A. The minimum wage required for any Contractor employee directly assigned to this City Contract is \$13.50 per hour, unless Published Wage Rates are included in this solicitation. In addition, the City may stipulate higher wage rates in certain solicitations in order to assure quality and continuity of service.
- B. The City requires Contractors submitting Offers on this Contract to provide a certification (**see the Living Wages Contractor Certification included in the Solicitation**) with their Offer certifying that all employees directly assigned to this City Contract will be paid a minimum living wage equal to or greater than \$13.50 per hour. The certification shall include a list of all employees directly assigned to providing services under the resultant contract including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Contract.
- C. The Contractor shall maintain throughout the term of the resultant contract basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA).
- D. The Contractor shall provide to the Department's Contract Manager with the first invoice, individual Employee Certifications for all employees directly assigned to the contract. The City reserves the right to request individual Employee Certifications at any time during the contract term. Employee Certifications shall be signed by each employee directly assigned to the contract. The Employee Certification form is available on-line at [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm).

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- E. Contractor shall submit employee certifications annually on the anniversary date of contract award with the respective invoice to verify that employees are paid the Living Wage throughout the term of the contract. The Employee Certification Forms shall be submitted for employees added to the contract and/or to report any employee changes as they occur.
- F. The Department's Contract Manager will periodically review the employee data submitted by the Contractor to verify compliance with this Living Wage provision. The City retains the right to review employee records required in paragraph C above to verify compliance with this provision.

**9. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:**

- A. On November 10, 2011, the Austin City Council adopted Ordinance No. 20111110-052 amending Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). During the No-Contact Period, Offerors or potential Offerors are prohibited from making a representation to anyone other than the Authorized Contact Person in the Solicitation as the contact for questions and comments regarding the Solicitation.
- B. If during the No-Contact Period an Offeror makes a representation to anyone other than the Authorized Contact Person for the Solicitation, the Offeror's Offer is disqualified from further consideration except as permitted in the Ordinance.
- C. If an Offeror has been disqualified under this article more than two times in a sixty (60) month period, the Purchasing Officer shall debar the Offeror from doing business with the City for a period not to exceed three (3) years, provided the Offeror is given written notice and a hearing in advance of the debarment.
- D. The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly made representations to anyone other than the Authorized Contact Person during the No-Contact Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at: <http://www.ci.austin.tx.us/edims/document.cfm?id=161145>

**10. NON-SOLICITATION:**

- A. During the term of the Contract, and for a period of six (6) months following termination of the Contract, the Contractor, its affiliate, or its agent shall not hire, employ, or solicit for employment or consulting services, a City employee employed in a technical job classification in a City department that engages or uses the services of a Contractor employee.
- B. In the event that a breach of Paragraph A occurs the Contractor shall pay liquidated damages to the City in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation; or (ii) 25 percent of the employee's annual compensation while employed by the City. The Contractor shall reimburse the City for any fees and expenses incurred in the enforcement of this provision.
- C. During the term of the Contract, and for a period of six (6) months following termination of the Contract, a department that engages the services of the Contractor or uses the services of a Contractor employee will not hire a Contractor employee while the employee is performing work under a Contract with the City unless the City first obtains the Contractor's approval.
- D. In the event that a breach of Paragraph C occurs, the City shall pay liquidated damages to the Contractor in an amount equal to the greater of: (i) one (1) year of the employee's annual compensation or (ii) 25 percent of the employee's annual compensation while employed by the Contractor.

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**11. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):**

- A. Access to the Planning Development Review Department building by the Contractor, all subcontractors and their employees will be strictly controlled at all times by the City. Security badges will be issued by the Department for this purpose. The Contractor shall submit a complete list of all persons requiring access to the Planning Development Review building at least thirty (30) days in advance of their need for access. The City reserves the right to deny a security badge to any Contractor personnel for reasonable cause. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's submittal.
- B. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) days of the receipt of notification of denial.
- C. Contractor personnel will be required to check in at the security desk when entering or leaving the Planning Development Review Department building and security badges must be on display at all times when in the building. Failure to do so may be cause for removal of Contractor Personnel from the worksite, without regard to Contractor's schedule. Security badges may not be removed from the premises.
- D. The Contractor shall provide the City's Contract Manager with a list of personnel scheduled to enter the building, seven days in advance. The list shall identify the persons by name, date of birth, driver's license number, the times that they will be inside the building and the areas where they will be working. Only persons previously approved by the City for the issuance of security badges will be admitted to the building.
- E. The Contractor shall comply with all other security requirements imposed by the City and shall ensure that all employees and subcontractors are kept fully informed as to these requirements.

**12. ECONOMIC PRICE ADJUSTMENT:**

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed twenty percent (20%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.

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D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.

i. The following definitions apply:

- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
- (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
- (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
- (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
- (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.

ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:

- (1) Utilize final Compilation data instead of Preliminary data
- (2) If the referenced index is no longer available shift up to the next higher category index.

iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Employment Cost Index	
Series ID: CIU2010000300000I (B)	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Total compensation for Private industry workers in Service occupations	
This Index shall apply to the following items of the Cost Proposal: All	

E. **Calculation:** Price adjustment will be calculated as follows:

**Single Index:** Adjust the Base Price by the same factor calculated for the index change.

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.

13. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.

B. The City does not accept any responsibility or liability for the purchases by other governmental

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agencies through an interlocal cooperative agreement.

14. **OWNERSHIP AND USE OF DELIVERABLES:** The City shall own all rights, titles, and interests throughout the world in and to the Deliverables.

- A. **Patents:** As to any patentable subject matter contained in the Deliverables, the Contractor agrees to disclose such patentable subject matter to the City. Further, if requested by the City, the Contractor agrees to assign and, if necessary, cause each of its employees to assign the entire right, title, and interest to specific inventions under such patentable subject matter to the City and to execute, acknowledge, and deliver and, if necessary, cause each of its employees to execute, acknowledge, and deliver an assignment of letters patent, in a form to be reasonably approved by the City, to the City upon request by the City.
- B. **Copyrights:** As to any Deliverable containing copyrighted subject matter, the Contractor agrees that upon their creation, such Deliverables shall be considered as work made-for-hire by the Contractor for the City and the City shall own all copyrights in and to such Deliverables, provided however, that nothing in this Paragraph 36 shall negate the City's sole or joint ownership of any such Deliverables arising by virtue of the City's sole or joint authorship of such Deliverables. Should by operation of law, such Deliverables not be considered work made-for-hire, the Contractor hereby assigns to the City (and agrees to cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver an assignment to the City of Austin) all worldwide right, title, and interest in and to such Deliverables. With respect to such work made-for-hire, the Contractor agrees to execute, acknowledge and deliver and cause each of its employees providing services to the City hereunder to execute, acknowledge, and deliver a work-for-hire agreement, in a form to be reasonably approved by the City, to the City upon delivery of such Deliverables to the City or at such other time as the City may request.
- C. **Additional Assignments:** The Contractor further agrees to, and if applicable, cause each of its employees to execute, acknowledge, and deliver all applications, specifications, oaths, assignments, and all other instruments which the City might reasonably deem necessary in order to apply for and obtain copyright protection, mask work registration, trademark registration and/or protection, letters patent, or any similar rights in any and all countries and in order to assign and convey to the City, its successors, assigns, and nominees, the sole and exclusive right, title, and interest in and to the Deliverables, The Contractor's obligations to execute acknowledge, and deliver (or cause to be executed, acknowledged, and delivered) instruments or papers such as those described in this Paragraph 36 A., B., and C. shall continue after the termination of this Contract with respect to such Deliverables. In the event the City should not seek to obtain copyright protection, mask work registration or patent protection for any of the Deliverables, but should arise to keep the same secret, the Contractor agrees to treat the same as Confidential Information under the terms of Paragraph above.

15. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Beth Culver

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[Beth.Culver@austintexas.gov](mailto:Beth.Culver@austintexas.gov)

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512-974-3111

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\*Note: The above listed Contract Manager is not the authorized Contact Person for purposes of the **NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING Provision** of this Section; and therefore, contact with the Contract Manager is prohibited during the no contact period.



## SCOPE OF WORK

### **General Scope**

The City of Austin's Development Services Department (DSD) and Austin Water (AW) are currently soliciting proposals for professional permitting services. The contract amount shall not to exceed \$365,000 per annum with the following allocations: \$215,000 for Residential and Commercial Plan Review and \$150,000 for Site Plan Plumbing Review.

In order to be awarded the contract and receive solicitation notices and updates the vendor must be registered with the City of Austin.

Please visit [https://www.austintexas.gov/financeonline/vendor\\_connection/index.cfm](https://www.austintexas.gov/financeonline/vendor_connection/index.cfm) to create an account or call the Vendor Registration phone line at (512) 974-2018.

In no circumstances shall services under this contract replace the City's workforce as approved by the Austin City Council. The City of Austin does not guarantee any level of work under this contract. Please note that the City may elect to award multiple contractors for this work and/or multiple contracts per work type (Residential & Commercial Plan Review and Site Plan Plumbing Review).

### **Definitions**

The phrase **Contract Manager** means the assigned City of Austin representative or their designee.

The phrase **perform all work to the complete satisfaction of the contract manager** means that there will be no major omissions or deficiencies in plan reviews of type of construction, allowable area, height, occupancy/area separation, exterior wall and opening protection, exit requirements, life safety and engineering requirements, ADA/TAS regulations, electrical, plumbing, fire, and mechanical requirements, current adopted Land Development Code and all other items required by applicable codes, ordinances, regulations or other applicable regulations of the State. The contract manager may perform random sample checks to verify this. The contract manager will keep actual records on plan review and plan review turnaround times.

**Initial Submittal:** Initial submittal by customer to plan review.

**Update Submittal:** Plan submittals from customers addressing review comments issued following the initial submittal or subsequent submittals until the plan is approved or withdrawn.

**Revision Submittal:** Change submitted after plan approval and permit issuance to revise the approved plan set.

**Major Mistake** – Approval of plan review items that are in conflict with applicable regulations to the extent that major revisions to the design are required for compliance and/or add construction cost to the customer. Examples for each work type include but not limited to:  
Residential Plan Review - Proposed use in conflict with allowed use per zoning regulations; impervious cover maximum exceeded; structure located past a required setback; missing or non-compliant fire-rated assembly design; incorrect plumbing fixture clearances requiring a layout revision.

Commercial Plan Review - Incorrect number of exits; incorrect structural material; missing or non-compliant fire-rated assembly design; incorrect plumbing fixture count; incorrect insulation R-values requiring modification to framing members.

Site Plan Plumbing Review - Insufficient slope on wastewater piping; improper backflow prevention method /assembly.

**Minor Mistake** – Approval of plan review items that require corrections to text on plans or additional drawing details that do not add construction cost. Examples for each work type as follows

Residential Plan Review – missing tempered glazing note for 1 window/door; missing window size for a non-egress window; incorrect building coverage calculation if building does not exceed maximum requirement.

Commercial Plan Review – Incorrect flooring type in restroom; incorrect or missing mirror height, missing tempered glass label for 1 window/door; incorrect light fixture location.

Site Plan Plumbing Review: Conflicting information such as pipe sizing or piping material; reference to wrong plumbing code.

## **Services**

The **scope** of work includes the following:

**Plan Reviews** - Perform plan reviews for any and all commercial, private and public, and residential construction projects within the legal boundaries and extra-terrestrial jurisdiction of the City which may include but are not limited to residential prototype reviews, residential zoning reviews, residential and commercial building reviews, commercial mechanical reviews, commercial electrical reviews, commercial plumbing reviews, commercial energy reviews, residential and commercial structural reviews, site plan coordination, permit history/violation review, and site plan plumbing reviews.

- a. **Residential** - Complete up to 120 residential plans reviews per month. Residential reviews are anticipated to be required on a weekly basis based on level of production builder activity and for review of all residential prototypes for Volume Builder program participants. Peak season occurs during spring and summer months with an expected completion of Volume Builder application reviews by the end of August depending on the specific builder requirements. Peak season for Volume Builder prototypical plan reviews occur from late fall through spring.
- b. **Commercial** - Complete up to 30 full commercial plan reviews per month and/or up to 100 reviews for 1 discipline per month. Commercial reviews are anticipated to be required on an as-needed basis to eliminate backlogs, cover vacancies, and/or to address peak seasons typically around May and July.
- c. **Plumbing** - Complete up to 100 site plan plumbing reviews per month as assigned by the City. Site plan plumbing reviews are anticipated to be required on a daily basis to eliminate backlogs and achieve response time performance.

## **Project Management and Coordination**

- a. The Contractor shall prepare monthly status reports and participate in required coordination meetings.
- b. The Contractor may also be requested to coordinate work performed under this contract with work performed by DSD staff, AW staff and other Contractors. The Contractor shall provide overall quality control for all work performed by Contractor staff.
- c. The Contractor shall be capable of working on multiple work orders at the same time, and shall plan and provide adequate resources to assure schedule requirements are met for each work order.
- d. The Contractor shall prepare a contract management plan that includes a framework for project management of individual work orders, identification of team members, organization structure, and invoicing procedures; preparation of monthly status reports; and participation in required coordination meetings.

## **Tasks Required**

**Plan Review:** These tasks, when assigned a project, will be performed by the Contractor as determined by the City.

- a. Pick-up/deliver plans or related materials from the City on a daily basis or as required.
- b. Provide weekly updates (emailed excel spreadsheet) on projects in review along with Contractor's employee contact information. Maintain records related to reviewed plans, including all turnaround times. Archive all reviews until the plan is approved.
- c. Conduct comprehensive and accurate review of building designs as defined by drawings, specifications, design calculations, reports, and additional documents required for permit applications. Perform rechecks of corrected plans (updates) and plan changes (revisions) until plans and related documents are substantially correct and complete. Compliance with code or discrepancies is based on the currently adopted code version with local amendments of the Building, Mechanical, Electric, Plumbing, Energy Codes, and ADA/TAS regulations mandated by the State and City ordinances and Department policies and applicable laws in effect at the time of application for construction permits.
- d. Review residential application package for plot plan square footage, valuation, and possible zoning violations as identified in the current City codes and ordinances. Review for compliance with City of Austin LDC 25-2 Subchapter F and Neighborhood Plans not required.
- e. Review residential application package and identify to the applicant, on a correction list, items such as illegal lot status, insufficient setbacks, and easements for open space, drainage, grading, trails, water and wastewater infrastructure, and roads, etc.
- f. Contractor is to use existing City comment library, checklists, or other forms and shall follow all policies and procedures of the City's Plan Review section. Deviation from the standard comments or checklists should be brought to the attention of the Contract Manager prior to comment issuance.

- g. Exceptions to codes and code interpretations shall not be performed by the Contractor. The Contractor shall transfer exceptions to code and code interpretations to City staff for review and approval.
- h. Notify the applicant of the need for corrections via City AMANDA system, or other Contract Manager approved method, and provide means and point of exchange, including convenient meetings, toll free telephone exchange of communications and cost-free mail exchange for pick-up and delivery of plans, and availability of cost-free parking facilities at Contractor's place of business.
- i. Regarding building plans under review: Contractor receives from or provides information to the Development Services Plan Review Division regarding any possible issues which may conflict with the Zoning Ordinance, Board, or Council actions or conditions.
- j. Forward approved plans, calculations, and related documents to the City and/or upload to City database system as directed by Contract Manager. Approved plans shall be identified with contractor stamp.
- k. Respond to telephone inquiries from customers within 24 hours regarding code requirements and plan check procedures relating to assigned projects. These inquiries may relate to plans in process by the Contractor or may relate to plans checks which have been completed but where construction is still in progress. These telephone inquiries may be made directly to the Contractor's place of business. The Contractor shall provide a toll-free telephone number and the contact information for the person assigned for applicants.
- l. Attendance as needed to meetings in person. Meetings for Residential and Commercial Plan review may elect to use virtual meetings via telephone and/or internet (Adobe Connect, Skype, or similar).
- m. Contractor shall utilize City of Austin computer systems AMANDA and ProjectDox. The City of Austin will provide computer based training modules for using City computer systems such as AMANDA and ProjectDox.

#### Additional Information

- n. Plan Review may transition from a paper format to digital over the course of the contract.
- o. The Contract Manager or designated City staff will provide startup training for Contractor to review processes, standards, and local amendments.
- p. Training required for certifications, nationally recognized codes such as the i-Codes or Uniform code families, are contractors responsibility.
- q. Quarterly meetings, at minimum, will be conducted with Contract Manager or City designated staff to review upcoming changes in quantity or types of applications. In person meeting attendance will be required. Meetings for residential and commercial plan review may elect to use virtual meetings via telephone and video conference.

## **Employee requirements**

- a. Must be or have employees who are certified plans examiner(s).
- b. Certification(s) must be related to the International Building Code, Uniform Plumbing Code, Uniform Mechanical Code, National Electric Code, and/or International Residential Code as applicable.
- c. Must be or have employees who hold both a Master Plumbers license and plumbing inspector license issued by the Texas State Board of Plumbing Examiners for performing site plan plumbing reviews.
- d. All applicants must provide list of employees with certification(s) and copies of certification(s).
- e. Employees performing commercial plan reviews must have a minimum of five (5) years of experience performing commercial plan reviews, or commensurate experience in architecture or engineering.
- f. Employees performing residential plan reviews must have a minimum of five (5) years of experience performing residential plan reviews, or commensurate experience in architecture or engineering.
- g. Employees performing site plan plumbing reviews must have a minimum of six (6) years of experience as a master plumber.

## **Time Limits for Performance**

Review times, Paper Format:

1. Review time begins when City designated staff notifies Contractor the application is available for review.
2. Review time ends the number of business days indicated in the table below after the beginning of the review period.
3. Review times account for City staff processing time in order to meet published review times and performance measures.
4. Review time limits can only be adjusted by City of Austin contract manager.

<b>Plan Review times (business days excluding City holidays)</b>	<b>Initial Submittal</b>	<b>Update Submittal</b>	<b>Revision Submittal</b>
Commercial buildings, new construction	12	7	7
Commercial buildings, remodeling and finish-outs	3	3	3
Residential, new construction	3	3	3
Residential remodeling of a complying structure	3	3	3
Residential, remodeling of or additions to a noncomplying structure	3	3	3
Residential prototype, Volume Builder	7	7	7
Residential S.M.A.R.T. Housing	3	3	3
Commercial (multi-family) S.M.A.R.T. Housing	5	1*	5
Site Plan Plumbing Review	12	7	7
Site Plan Plumbing Review (S.M.A.R.T. Housing)	5	1*	5

\*Review time if customer returns update within 7 days. Otherwise review time becomes 12 days.



Review times, Electronic Format:

1. Review time begins when City staff assigns the application to the Contractor and it becomes available for review within the electronic review software.
2. Review time ends the number of business days indicated in the table below after the beginning of the review period.
3. Review times account for City staff processing time in order to meet published review times and performance measures.
4. Review time limits can only be adjusted by City of Austin contract manager.

<b>Plan Review times (business days excluding City holidays)</b>	<b>Initial Submittal</b>	<b>Update Submittal</b>	<b>Revision Submittal</b>
Commercial buildings, new construction	14	9	9
Commercial buildings, remodeling and finish-outs	4	4	4
Residential, new construction	4	4	4
Residential remodeling of a complying structure	4	4	4
Residential, remodeling of or additions to a noncomplying structure	4	4	4
Residential prototype, Volume Builder	7	7	7
Residential S.M.A.R.T. Housing	4	4	4
Commercial (multi-family) S.M.A.R.T. Housing	6	1*	6
Site Plan Plumbing Review	14	9	9
Site Plan Plumbing Review (S.M.A.R.T. Housing)	6	1*	6

\*Review time if customer returns update within 7 days. Otherwise review time becomes 14 days.

### **Non- Satisfactory Work**

Non-satisfactory work may include at minimum minor mistakes on 2% of work or following 1 major mistake, as determined by contract manager. If the quality of work is deemed not satisfactory or untimely, the contract manager has the right to:

1. Meet with the Contractor to review the quality of work and resolve matters of concern.
2. Require the Contractor to repeat unsatisfactory work at no additional cost to the City until it is completed to the satisfaction of the City as determined by the contract manager or designated City staff.
3. Suspend the Contractor from further work for an indefinite period of time as determined by the City and obtain the services of another firm during the time of suspension.
4. Direct the City Procurement Office to terminate the City's contract with the Contractor, as allowed under the Special Terms and Conditions of this RFP.

### **Fees**

The City of Austin will collect fees for plan review and will payout to the organizations based on the number of plan reviews that were completed to the City of Austin's satisfaction. Any plan reviews that did not meet satisfaction will be discussed for payment terms. Review times shall account for transfer of documents at beginning and end of review in order to meet review times noted under Time Limits for Performance. Fees shall include labor, equipment, materials and

travel necessary to perform the task. Note: no additional fees for fuel, vehicle maintenance, office supplies or office equipment shall be provided.

**Deliverables/Milestones**

#	Deliverables / Milestones	Description	Timeline (due/ completion date, reference date, or frequency)	Performance Measure/ Acceptance Criteria	Scope of Work Reference/ Section
1	Deliverable	Weekly Status Report (Excel)	Once a week	100%. Supply weekly status report in excel format to COA staff.	Tasks Required, B
2	Deliverable	Quarterly Meetings	4 times annually	100%. Meet with COA staff minimum 4 times a year	Project Management and Coordination, R

## EXHIBIT A

## BAFO

## COST PROPOSAL SHEET

## RFP MDD0101 Permit Plan Review

The City of Austin will utilize the information on this BAFO for analyzing competing proposals and selection purposes.

Vendor Name:

Bureau Veritas

Vendor Signature:



Date:

6/7/2017

An entry of "0" (zero) will be interpreted by the City as a no-charge (free) item and the City will not pay for that item. A bid of 'no bid' will be interpreted by the City that the responder does not wish to bid on that item. In the BAFO section below, provide your best and final pricing for all items. If the unit cost price will not change please input the same price in the BAFO column. The City is seeking the best possible rate plan review services.

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UPDATED PROPOSED UNIT PRICE	BAFO UPDATED UNIT PRICE
2	Residential Plan Review Approved Plan Revision Submitta	1	Per Revised Application	\$180.00	\$180.00
<b>Commercial Plan Review (estimated up to 30 monthly)</b>					
	Commercial Plan Review Occupancy Groups B,E,F-1,F-2,M,S-1,S-2,U (Mixed Use to combine fees from each occupancy group in project)				
3	a <=1,500 sq. ft.	1	Per Application	600.00	\$600.00
4	b <=5,000: per additional 500 sq. ft. over 1,500 sq. ft.	1	Per Application	158.00	\$158.00
5	c <=10,000: per additional 1,000 sq. ft. above 5,000 sq. ft.	1	Per Application	280.00	\$280.00
6	d <=25,000: per additional 5,000 sq. ft. above 10,000 sq. ft.	1	Per Application	1,034.00	\$1,034.00
7	e <=50,000: per additional 5,000 sq. ft. above 25,000 sq. ft.	1	Per Application	1,220.00	\$1,220.00
8	f <=100,000: per additional 10,000 sq. ft. above 50,000 sq. ft.	1	Per Application	1,580.00	\$1,580.00
9	g >100,000: per additional 10,000 sq. ft.	1	Per Application	2,490.00	\$2,490.00
	Commercial Plan Review Occupancy Group A (Mixed Use to combine fees from each occupancy group in project)				
10	a <=1,500 sq. ft.	1	Per Application	600.00	\$600.00
11	b <=5,000: per additional 500 sq. ft. over 1,500 sq. ft.	1	Per Application	158.00	\$158.00
12	c <=10,000: per additional 1,000 sq. ft. above 5,000 sq. ft.	1	Per Application	280.00	\$280.00
13	d <=25,000: per additional 5,000 sq. ft. above 10,000 sq. ft.	1	Per Application	1,034.00	\$1,034.00
14	e <=50,000: per additional 5,000 sq. ft. above 25,000 sq. ft.	1	Per Application	1,220.00	\$1,220.00
15	f <=100,000: per additional 10,000 sq. ft. above 50,000 sq. ft.	1	Per Application	1,580.00	\$1,580.00
16	g >100,000: per additional 10,000 sq. ft.	1	Per Application	2,490.00	\$2,490.00
	Commercial Plan Review Occupancy Group I (Mixed Use to combine fees from each occupancy group in project)				

17	a <=1,500 sq. ft.	1	Per Application	600.00	\$600.00
18	b <=5,000: per additional 500 sq. ft. over 1,500 sq. ft.	1	Per Application	158.00	\$158.00
19	c <=10,000: per additional 1,000 sq. ft. above 5,000 sq. ft.	1	Per Application	280.00	\$280.00
20	d <=25,000: per additional 5,000 sq. ft. above 10,000 sq. ft.	1	Per Application	1,034.00	\$1,034.00
21	e <=50,000: per additional 5,000 sq. ft. above 25,000 sq. ft.	1	Per Application	1,220.00	\$1,220.00
22	f <=100,000: per additional 10,000 sq. ft. above 50,000 sq. ft.	1	Per Application	1,580.00	\$1,580.00
23	g >100,000: per additional 10,000 sq. ft.	1	Per Application	2,490.00	\$2,490.00
	Commercial Plan Review Occupancy Groups R-1,R-2,R-3,R-4 (Mixed Use to combine fees from each occupancy group in project)				
24	a <=1,500 sq. ft.	1	Per Application	600.00	\$600.00
25	b <=5,000: per additional 500 sq. ft. over 1,500 sq. ft.	1	Per Application	158.00	\$158.00
26	c <=10,000: per additional 1,000 sq. ft. above 5,000 sq. ft.	1	Per Application	280.00	\$280.00
27	d <=25,000: per additional 5,000 sq. ft. above 10,000 sq. ft.	1	Per Application	1,034.00	\$1,034.00
28	e <=50,000: per additional 5,000 sq. ft. above 25,000 sq. ft.	1	Per Application	1,220.00	\$1,220.00
29	f <=100,000: per additional 10,000 sq. ft. above 50,000 sq. ft.	1	Per Application	1,580.00	\$1,580.00
30	g >100,000: per additional 10,000 sq. ft.	1	Per Application	2,490.00	\$2,490.00
	Commercial Plan Review Occupancy Groups H1-H5 (Mixed Use to combine fees from each occupancy group in project)				
31	a <=1,500 sq. ft.	1	Per Application	700.00	\$700.00
32	b <=5,000: per additional 500 sq. ft. over 1,500 sq. ft.	1	Per Application	172.00	\$172.00
33	c >5,000 sq. ft.: per additional 1,000 sq. ft.	1	Per Application	300.00	\$300.00
	Commercial Plan Review Shell Buildings				
34	a <=5,000 sq. ft.	1	Per Application	158.00	\$158.00
35	b <=10,000: per additional 1,000 sq. ft. above 5,000 sq. ft.	1	Per Application	280.00	\$280.00
36	c <=25,000: per additional 5,000 sq. ft. above 10,000 sq. ft.	1	Per Application	1,034.00	\$1,034.00
37	d <=50,000: per additional 5,000 sq. ft. above 25,000 sq. ft.	1	Per Application	1,220.00	\$1,220.00
38	e <=100,000: per additional 10,000 sq. ft. above 50,000 sq. ft.	1	Per Application	1,580.00	\$1,580.00
39	f >100,000: per additional 10,000 sq. ft.	1	Per Application	2,490.00	\$2,490.00
40	Commercial Plan Review Approved Plan Revision Fee	1	Per Revised Application	170.00	\$170.00
<b>Plumbing Plan Review</b>					
41	Site Plan Plumbing Review (estimated 100 monthly)	100	PER REVIEW	\$160.00	\$16,000.00
<b>TOTAL PROPOSED PRICE:</b>					<b>\$54,904.00</b>



**March 1, 2017**

**City of Austin  
Purchasing Office  
Attn: Mathew Duree  
Procurement Supervisor  
P.O. Box 1088  
Austin, TX 78767**

Re: RFP MFF0101 Permit Plan Review Services for The City of Austin Development Services Department

Dear Mr. Duree,

Thank you for the opportunity to provide clarification on our proposal for RFP MFF0101 Permit Plan Review Services for The City of Austin Development Services Department. Our clarifications to your questions are as follows:

- Tab 7, Page 30. Please clarify Bureau Veritas' role in the 6 projects listed on page 30.

**Texoma Medical Center**

– Contract with the City of Denison to perform plan review and inspection services in accordance with the city's adopted codes.

**The Residences at Montgomery Plaza**

– Through the City of Fort Worth 3rd Party Program, BV performed plan review and inspection services in accordance with the city's adopted codes.

**UNT Business Leadership Building**

– Contract with the University of North Texas to perform plan review in accordance with the university's codes and standards.

**ARTHouse at Keller Town Center**

- Contract with the City of Keller to perform plan review and inspection services in accordance with the city's adopted codes.

**Anna High School**

- Contract with the City of Keller to perform plan review and inspection services in accordance with the city's adopted codes

**The Wyatt at Presidio Junction Apartments**

- Through the City of Fort Worth 3rd Party Program, BV performed plan review and inspection services in accordance with the city's adopted codes.





• Tab 8. On page two of the scope of work under Services it states the following, “Perform plan reviews for any and all commercial, private and public, and residential construction projects within the legal boundaries and extra-terrestrial jurisdiction of the City which may include but are not limited to residential prototype reviews, residential zoning reviews, residential and commercial building reviews, commercial mechanical reviews, commercial electrical reviews, commercial plumbing reviews, commercial energy reviews, residential and commercial structural reviews, site plan coordination, permit history/violation review, and site plan plumbing reviews. “ Please clarify the role of each plan reviewer including the disciplines they will review for from the scope of work list.

Dave Stephens

Disciplines: Residential prototype reviews, residential zoning reviews, residential and commercial building reviews, commercial mechanical reviews, commercial electrical reviews, commercial plumbing reviews, commercial energy reviews, residential and commercial structural reviews, site plan coordination, permit history/violation review.

Joe Hysell

Disciplines: Residential prototype reviews, residential zoning reviews, residential and commercial building reviews, commercial energy reviews, residential and commercial structural reviews, site plan coordination, permit history/violation review.

David Chulak

Disciplines: Residential prototype reviews, residential zoning reviews, residential and commercial building reviews, residential and commercial structural reviews, site plan coordination, permit history/violation review.

Mary Fowler

Disciplines: Residential prototype reviews, residential zoning reviews, residential and commercial building reviews, residential and commercial structural reviews, site plan coordination, permit history/violation review.

Eric Vinson

Disciplines: Residential prototype reviews, residential zoning reviews, residential and commercial building reviews, permit history/violation review.

Ron Rimmer

Disciplines: Residential prototype reviews, residential zoning reviews, residential and commercial building reviews, permit history/violation review.

• Tab 8. Please also clarify the role of the Director of Plan Review Services. Will this individual be reviewing or overseeing those who will be reviewing?

The Director of Plan Review will perform plan review and oversee the team as well.



- Tab 8. On page 5 of the scope of work under Employee Requirements, g., it states the following, “Employees performing site plan plumbing reviews must have a minimum of six (6) years of experience as a master plumber.” None of the individuals listed in your proposal were listed as having experience of being a Master Plumber. Please identify how Bureau Veritas will meet this requirement.

Timothy Willhite is a Master Plumber that can perform site plan plumbing reviews. Please find his resume enclosed. Please note that we have over twenty staff members that are Licensed Plumbing Inspectors from the Texas State Board of Plumbing Examiners.

Sincerely,

**Van Tran, C.B.O**  
**Vice President of Operations**  
Van.tran@us.bureauveritas.com  
**Bureau Veritas North America, Inc.**



## Timothy Willhite, Residential Inspector

### Registrations/Certifications

ICC Certified:  
Residential Building Inspector  
Residential Electrical Inspector  
  
Texas State Board of Plumbing  
Examiners:  
Master Plumber  
Plumbing Inspector

Timothy Willhite has 20 years of experience in the construction and plumbing fields. He has been a Licensed Master Plumber and holds a plumbing inspector license from the Texas Board of Plumbing Examiners.

Tim is familiar with all areas of plumbing and also holds certifications from the International Code Council in residential building and electrical inspections. Tim is new to the BVNA family and we are pleased to offer his services to our clientele.

### Tenure at BVNA

1

### Residential Inspector

*Bureau Veritas North America, Inc.*

Performs residential building, electrical and plumbing inspections.

### Total Years of Experience

20

### Select Project Experience

#### Owner / Operator

##### *Air Quality*

Started, built and expanding this plumbing and air duct cleaning business in 2009. Managed office, shop and staff. Built loyal customer base through the provision of exceptional service. Designed and implemented policies for working, bidding, pricing, billing and collecting.

#### Master Plumber

##### *Marty Exum*

Responsible for all phases of plumbing construction for residential customers, as well as, repairs and remodeling. Read and interpreted blueprints for projects to ensure correct installation and placement of plumbing. Reviewed and tested installations for inspections by consumer and jurisdictional authorities.

#### Journeyman Plumber

##### *Scotty's Plumbing*

Performed all phases of plumbing from residential construction to repairs and remodeling. Review and tested installations for inspection. Submitted bids/proposals, wrote and issued bills, collected and deposited invoices.

#### Journeyman Plumber

##### *Jack's Plumbing*

Learned materials, pipes and fittings, as well as fixtures such as valves, sinks, toilets and other plumbing industry implements. Assisted in repairing and installing all plumbing items for one and two story residential homes.



**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Bureau Veritas North America, Inc.	
Physical Address	1000 Jupiter Road, Suite 800, Plano, TX	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input checked="" type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input checked="" type="radio"/> No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No



Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No





**Section 0700: Reference Sheet**

Responding Company Name Bureau Veritas North America, Inc.

**Note to Buyer: request the least number of references necessary to determine Offeror responsibility suggest starting at 3 and generally not more than 5. (ERASE)**

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Aubrey  
Name and Title of Contact Jenny Huckabee, City Secretary  
Project Name Residential and commercial plan review and inspection  
Present Address 107 S Main Street  
City, State, Zip Code Aubrey, TX 76227  
Telephone Number ( 940 ) 440-9343 Fax Number ( 940 ) 365-1215  
Email Address jhuckabee@aubreytx.gov
  
2. Company's Name City of Murphy  
Name and Title of Contact Candy McQuiston, Customer Service Manager  
Project Name Residential and commercial plan review and inspection  
Present Address 206 N. Murphy Road  
City, State, Zip Code Murphy, TX 75094  
Telephone Number ( 972 ) 468-4045 Fax Number ( 972 ) 468-4104  
Email Address cmcquiston@murphytx.org
  
3. Company's Name City of Melissa  
Name and Title of Contact Dana Nixon, Planning and Development Director  
Project Name Residential and commercial plan review and inspection  
Present Address 3411 Barker Avenue  
City, State, Zip Code Melissa, TX 75454  
Telephone Number ( 972 ) 838-2036 Fax Number ( 972 ) 837-4524  
Email Address dnixon@cityofmelissa.com

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

**City of Austin, Texas**  
**Equal Employment/Fair Housing Office**

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, 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, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office 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, 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 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 City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

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.

**City of Austin**  
**Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy**

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.

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.



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, 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 THE CITY A COPY 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 WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

**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.

**Term:**

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 4th day of DECEMBER, 2017

CONTRACTOR  
Authorized  
Signature

BUREAU VERITAS N.A.  
[Signature]

Title

DIRECTOR OF OPERATIONS



**Section 0815: Living Wages Contractor Certification**

Company Name Bureau Veritas North America, INC.

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title
All employees assigned to the City of Austin are compensated at rates equal or greater than \$13.50 per hour.	

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.



**Section 0835: Non-Resident Bidder Provisions**

Company Name Bureau Veritas North America, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: BVNA is a resident of Texas with offices in Houston and Plano.

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_



**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER:	MDD0101
PROJECT NAME:	Permit Plan Review Services

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

Yes ☐

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Bureau Veritas North America, Inc.

Company Name

Van Tran, Vice President of Operations

Name and Title of Authorized Representative (Print or Type)

*Van Tran*

Signature

1/31/2017

Date





**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
(Please duplicate as needed)

SOLICITATION NUMBER:	MDD0101
PROJECT NAME:	Permit Plan Review Services

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Bureau Veritas North America, Inc.		
Address	1000 Jupiter Road, Suite 800		
City, State Zip	Plano, TX 75074		
Phone Number	800-906-7199	Fax Number	800-910-8284
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Van Tran, Vice President of Operations

Name and Title of Authorized Representative (Print or Type)

*Van Tran*

Signature

1/31/2017

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_



## Timothy Willhite, Residential Inspector

### Registrations/Certifications

ICC Certified:  
Residential Building Inspector  
Residential Electrical Inspector  
  
Texas State Board of Plumbing  
Examiners:  
Master Plumber  
Plumbing Inspector

Timothy Willhite has 20 years of experience in the construction and plumbing fields. He has been a Licensed Master Plumber and holds a plumbing inspector license from the Texas Board of Plumbing Examiners.

Tim is familiar with all areas of plumbing and also holds certifications from the International Code Council in residential building and electrical inspections. Tim is new to the BVNA family and we are pleased to offer his services to our clientele.

### Tenure at BVNA

1

### Residential Inspector

*Bureau Veritas North America, Inc.*

Performs residential building, electrical and plumbing inspections.

### Total Years of Experience

20

### Select Project Experience

#### Owner / Operator

##### *Air Quality*

Started, built and expanding this plumbing and air duct cleaning business in 2009. Managed office, shop and staff. Built loyal customer base through the provision of exceptional service. Designed and implemented policies for working, bidding, pricing, billing and collecting.

#### Master Plumber

##### *Marty Exum*

Responsible for all phases of plumbing construction for residential customers, as well as, repairs and remodeling. Read and interpreted blueprints for projects to ensure correct installation and placement of plumbing. Reviewed and tested installations for inspections by consumer and jurisdictional authorities.

#### Journeyman Plumber

##### *Scotty's Plumbing*

Performed all phases of plumbing from residential construction to repairs and remodeling. Review and tested installations for inspection. Submitted bids/proposals, wrote and issued bills, collected and deposited invoices.

#### Journeyman Plumber

##### *Jack's Plumbing*

Learned materials, pipes and fittings, as well as fixtures such as valves, sinks, toilets and other plumbing industry implements. Assisted in repairing and installing all plumbing items for one and two story residential homes.



## ***RFP MDD0101 for Building Permit Review Services***

*February 2, 2017*

*City of Austin  
Purchasing Office  
124 W 8th Street, Room 308  
Austin, TX 78701*



**BUREAU  
VERITAS**

**Bureau Veritas North America, Inc.**

1000 Jupiter Road, Suite 800

Plano, TX 75074

800.906.7199

[van.tran@us.bureauveritas.com](mailto:van.tran@us.bureauveritas.com) / [gregory.hallmark@us.bureauveritas.com](mailto:gregory.hallmark@us.bureauveritas.com)

[us.bureauveritas.com](http://us.bureauveritas.com)



## ***Tab 1 - Executive Summary***

Bureau Veritas North America, Inc. (BVNA) is pleased to submit its formal response to the City of Austin's Request for Proposal regarding the City's plan review services. BVNA offers an exceptionally qualified team of plan reviewers to support the City's building permit division.

Bureau Veritas, established in 1828, services 400,000 clients with 70,000 employees in 1,400 offices and laboratories in 140 countries. As a recognized global leader in testing, inspection, and certification, Bureau Veritas has succeeded in consolidating the confidence of the building regulatory industry by living and promoting a business philosophy centered on quality, integrity, and proficiency.

Our proposal highlights our team's experience providing plan review services for similar projects and jurisdictions throughout Texas.

Mr. Greg Hallmark manages Bureau Veritas' South Texas operations and will serve as your point of contact. He leads a team of qualified inspectors and plan reviewers who have earned ICC certifications to represent their esteemed professional and technical skills. Mr. Hallmark can be reached at the following:

Greg Hallmark, CBO, MCP  
Business Unit Manager  
1000 Jupiter Road, Suite 800  
Plano, TX 75074  
Phone: 512.755.5922  
Fax: 800.910.8284  
E-mail: [gregory.hallmark@us.bureauveritas.com](mailto:gregory.hallmark@us.bureauveritas.com)

Mr. Van Tran and Mr. Isam Hasenin are authorized to negotiate contract terms and bind the firm on contract matters. Both Mr. Tran and Mr. Hasenin can be reached at:

1000 Jupiter Road, Suite 800  
Plano, TX 75074  
Phone: 800.906.7199  
Fax: 800.910.8284  
E-mail: [van.tran@us.bureauveritas.com](mailto:van.tran@us.bureauveritas.com) | [isam.hasenin@us.bureauveritas.com](mailto:isam.hasenin@us.bureauveritas.com)





## **Section 0510: Purchasing Office Exceptions Form**

**Solicitation Number:** MDD0101 Permit Plan Review Services

The City will presume that the Offeror is in agreement with all sections of the solicitation unless the Offeror takes specific exception as indicated below. The City, at its sole discretion, may negotiate exceptions to the sections contained in the solicitation documents or the City may deem the Offer non-responsive. The Offeror that is awarded the contract shall sign the contract with the accepted or negotiated sections.

Copies of this form may be utilized if additional pages are needed.

☒ Accepted as written.

☐ Not accepted as written. See below:

**Indicate:**

- ☐ **0300 Standard Purchase Terms & Conditions**
- ☐ **0400 Supplemental Purchase Provisions**
- ☐ **0500 Scope of Work**

**Page Number**

**Section Number**

**Section Description**

**Alternative Language:**

**Justification:**





**Section 0605: Local Business Presence Identification**

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

**OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.**

*NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBE/WBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).*

**\*USE ADDITIONAL PAGES AS NECESSARY\***

**OFFEROR:**

Name of Local Firm	Bureau Veritas North America, Inc.	
Physical Address	1000 Jupiter Road, Suite 800, Plano, TX	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="radio"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	Yes	<input checked="" type="radio"/> No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	<input checked="" type="radio"/> No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No



Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

**SUBCONTRACTOR(S):**

Name of Local Firm		
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No



**Section 0700: Reference Sheet**

Responding Company Name Bureau Veritas North America, Inc.

**Note to Buyer: request the least number of references necessary to determine Offeror responsibility suggest starting at 3 and generally not more than 5. (ERASE)**

The City at its discretion may check references in order to determine the Offeror's experience and ability to provide the products and/or services described in this Solicitation. The Offeror shall furnish at least 3 complete and verifiable references. References shall consist of customers to whom the offeror has provided the same or similar services within the last 5 years. References shall indicate a record of positive past performance.

1. Company's Name City of Aubrey  
Name and Title of Contact Jenny Huckabee, City Secretary  
Project Name Residential and commercial plan review and inspection  
Present Address 107 S Main Street  
City, State, Zip Code Aubrey, TX 76227  
Telephone Number ( 940 ) 440-9343 Fax Number ( 940 ) 365-1215  
Email Address jhuckabee@aubreytx.gov
  
2. Company's Name City of Murphy  
Name and Title of Contact Candy McQuiston, Customer Service Manager  
Project Name Residential and commercial plan review and inspection  
Present Address 206 N. Murphy Road  
City, State, Zip Code Murphy, TX 75094  
Telephone Number ( 972 ) 468-4045 Fax Number ( 972 ) 468-4104  
Email Address cmcquiston@murphytx.org
  
3. Company's Name City of Melissa  
Name and Title of Contact Dana Nixon, Planning and Development Director  
Project Name Residential and commercial plan review and inspection  
Present Address 3411 Barker Avenue  
City, State, Zip Code Melissa, TX 75454  
Telephone Number ( 972 ) 838-2036 Fax Number ( 972 ) 837-4524  
Email Address dnixon@cityofmelissa.com



**Section 0815: Living Wages Contractor Certification**

Company Name Bureau Veritas North America, INC.

Pursuant to the Living Wages provision (reference Section 0400, Supplemental Purchase Provisions) the Contractor is required to pay to all employees directly assigned to this City contract a minimum Living Wage equal to or greater than \$13.50 per hour.

The below listed employees of the Contractor who are directly assigned to this contract are compensated at wage rates equal to or greater than \$13.50 per hour.

Employee Name	Employee Job Title
All employees assigned to the City of Austin are compensated at rates equal or greater than \$13.50 per hour.	

**\*USE ADDITIONAL PAGES AS NECESSARY\***

- (1) All future employees assigned to this Contract will be paid a minimum Living Wage equal to or greater than \$13.50 per hour.
- (2) Our firm will not retaliate against any employee claiming non-compliance with the Living Wage provision.

A Contractor who violates this Living Wage provision shall pay each affected employee the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision or fraudulent statements made on this certification may result in termination of this Contract for Cause and subject the firm to possible suspension or debarment, or result in legal action.



**Section 0835: Non-Resident Bidder Provisions**

Company Name Bureau Veritas North America, Inc.

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: BVNA is a resident of Texas with offices in Houston and Plano.

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.  
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_ Which State: \_\_\_\_\_

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: \_\_\_\_\_



**Section 0900: Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Form**

SOLICITATION NUMBER:	MDD0101
PROJECT NAME:	Permit Plan Review Services

**The City of Austin has determined that no goals are appropriate for this project.** Even though goals were not assigned for this solicitation, the Bidder/Proposer is required to comply with the City's MBE/WBE Procurement Program, if areas of subcontracting are identified.

If any service is needed to perform the Contract and the Bidder/Proposer does not perform the service with its own workforce or if supplies or materials are required and the Bidder/Proposer does not have the supplies or materials in its inventory, the Bidder/Proposer shall contact the Small and Minority Business Resources Department (SMBR) at (512) 974-7600 to obtain a list of MBE and WBE firms available to perform the service or provide the supplies or materials. The Bidder/Proposer must also make a Good Faith Effort to use available MBE and WBE firms. Good Faith Efforts include but are not limited to contacting the listed MBE and WBE firms to solicit their interest in performing on the Contract, using MBE and WBE firms that have shown an interest, meet qualifications, and are competitive in the market; and documenting the results of the contacts.

**Will subcontractors or sub-consultants or suppliers be used to perform portions of this Contract?**

No ☒ If no, please sign the No Goals Form and submit it with your Bid/Proposal in a sealed envelope

If yes, please contact SMBR to obtain further instructions and an availability list and perform Good Faith Efforts. Complete and submit the No Goals Form and the No Goals Utilization Plan with your Bid/Proposal in a sealed envelope.

Yes ☐

After Contract award, if your firm subcontracts any portion of the Contract, it is a requirement to complete Good Faith Efforts and the No Goals Utilization Plan, listing any subcontractor, sub-consultant, or supplier. Return the completed Plan to the Project Manager or the Contract Manager.

I understand that even though goals were not assigned, I must comply with the City's MBE/WBE Procurement Program if subcontracting areas are identified. I agree that this No Goals Form and No Goals Utilization Plan shall become a part of my Contract with the City of Austin.

Bureau Veritas North America, Inc.

Company Name

Van Tran, Vice President of Operations

Name and Title of Authorized Representative (Print or Type)

*Van Tran*

Signature

1/31/2017

Date





**Minority- and Women-Owned Business Enterprise (MBE/WBE) Procurement Program No Goals Utilization Plan**  
(Please duplicate as needed)

SOLICITATION NUMBER:	MDD0101
PROJECT NAME:	Permit Plan Review Services

**PRIME CONTRACTOR / CONSULTANT COMPANY INFORMATION**

Name of Contractor/Consultant	Bureau Veritas North America, Inc.		
Address	1000 Jupiter Road, Suite 800		
City, State Zip	Plano, TX 75074		
Phone Number	800-906-7199	Fax Number	800-910-8284
Name of Contact Person			
Is Company City certified?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture <input type="checkbox"/>		

I certify that the information included in this No Goals Utilization Plan is true and complete to the best of my knowledge and belief. I further understand and agree that the information in this document shall become part of my Contract with the City of Austin.

Van Tran, Vice President of Operations

Name and Title of Authorized Representative (Print or Type)

*Signature*

Signature

1/31/2017

Date

Provide a list of all proposed subcontractors / sub-consultants / suppliers that will be used in the performance of this Contract. Attach Good Faith Effort documentation if non MBE/WBE firms will be used.

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

<b>Sub-Contractor / Sub-Consultant</b>			
City of Austin Certified	MBE <input type="checkbox"/> WBE <input type="checkbox"/> Ethics / Gender Code: <input type="checkbox"/> Non-Certified		
Vendor ID Code			
Contact Person		Phone Number	
Amount of Subcontract	\$		
List commodity codes & description of services			

**FOR SMALL AND MINORITY BUSINESS RESOURCES DEPARTMENT USE ONLY:**

Having reviewed this plan, I acknowledge that the proposer (HAS) or (HAS NOT) complied with City Code Chapter 2-9A/B/C/D, as amended.

Reviewing Counselor \_\_\_\_\_ Date \_\_\_\_\_ Director/Deputy Director \_\_\_\_\_ Date \_\_\_\_\_



**ADDENDUM  
CITY OF AUSTIN, TEXAS**

---

**Solicitation: RFP 2200 MDD0101      Addendum No: 1      Date of Addendum: 01/18/2017**

---

This addendum is to incorporate the following changes to the above referenced solicitation:

**I. Document Changes:**

1. Please see the attached Pre-Bid Meeting Sign-In sheet.

**II. Questions:**

(Q1) What is the process of waiver requests?

(A1) Any waiver decision will be handled by City Staff.

(Q2) Is a master plumbing license required?

(A2) Individuals reviewing site plan plumbing plans must have an "Active" or "Dormant" Master Plumber license. Individuals reviewing building plumbing plans must have at minimum an IAPMO Plumbing Plans Examiner Certification.

(Q3) Will the contractor need to meet with applicants?

(A3) Yes, if a meeting is necessary the contractor is expected to meet with the applicant at a location agreeable to both parties.

(Q4) Does the City of Austin need to be informed about any review meeting(s) with the applicant(s)?

(A4) Plumbing review meeting notifications do not need to be communicated to the City however, residential and commercial review meeting notifications will be determined upon contract execution.

(Q5) Is there a checklist for the different type of reviews?

(A5) A checklist will be provided for residential and commercial review but not for site plan plumbing.

(Q6) Does the City consider it a conflict of interest if the selected vendor also represents local home builders and performs consulting services on their permit applications?


(A6) Yes the City does consider that a conflict of interest. At the very least that vendor will not be able to perform permit reviews on their customer permit applications. The City may also, dependent on quantity, determine that the resources required to review and divert those applications to other reviewers requires too many City resources, and may not be able to contract with the conflicted vendor.

(Q7) Is a 1099 employee of a vendor considered a subcontractor?

(A7) No, a 1099 employee is considered an employee of the vendor.



III. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:   
Matthew Duree, Buyer Senior Supervisor  
Purchasing Office, (512) 974-6346

1-18-17  
Date

ACKNOWLEDGED BY:

Van Tran  
Name

  
Authorized Signature

January 31, 2017  
Date

**RETURN ONE COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE, CITY OF AUSTIN, WITH YOUR RESPONSE OR PRIOR TO THE SOLICITATION CLOSING DATE. FAILURE TO DO SO MAY CONSTITUTE GROUNDS FOR REJECTION.**

### **Tab 3 - Business Organization**

#### ***Our primary office serving the City of Austin is located at:***

1000 Jupiter Road, Suite 800  
Plano, TX 75074

BVNA is authorized to conduct business in the State of Texas and is Texas SOS File Number 0800750025.

BVNA was incorporated in the State of Delaware on March 26, 2003 and is a wholly owned subsidiary of Bureau Veritas Holdings, Inc. (a Delaware corporation founded in 1988) which in turn is a wholly owned subsidiary of Bureau Veritas S.A. (founded in 1828).

#### ***Our North America headquarters is located at:***

1601 Sawgrass Corporate Parkway, Suite 400  
Ft. Lauderdale, FL 33323

Bureau Veritas is a multi-national firm with a history spanning over 185 years in providing worldwide regulatory compliance service to industry and governmental agencies. Our business philosophy is centered on proficiency. We address one of the most difficult challenges facing our governmental clients: being responsive to their customers (City Managers, County Administrators, City Councils, Board of Supervisors, developers, designers, contractors, and citizens) in an environment that requires an attitude of facilitation and quick decision-making.

Bureau Veritas anticipates the needs of our clients and responds with specific, immediate solutions to the challenges associated with construction projects. Our professional members are dedicated to meeting the highest standard of public service, crucial to effective delivery of municipal regulatory services. Consistency, responsiveness, efficiency, and a positive attitude are key components of our approach.

The firm and our proposed team members have extensive background in building department services in the State of Texas. Our range of experience in this unique arena covers literally every key area of service defining a building department in today's industry. We are skilled at helping existing building departments augment or refine their current level of client service or capable of crafting a department from the ground up.



#### **Client Spotlight: City of Houston**

As the extremely robust development activity continues, and the ability to attract, train and retain qualified plan review staff continues to be challenging, in order to maintain exemplary turnaround times, quality of review, and overall customer service, the City of Houston engaged the services of Bureau Veritas to augment city staff levels during peak activity. The number of plan reviews performed monthly by Bureau Veritas varies based exclusively on the needs of the city. However, since the beginning of the program in July 2014, more than 700 plans have been shipped to Bureau Veritas' technical center for review. The City of Houston continues to perform an internal review of the process and effectiveness of outsourcing overflow, as to both the volume outsourced, and the quality and value of the outsourcing service.

## ***Tab 4 - System Concept and Solution***

BVNA partners with public agencies to support the activities of code administration programs through a comprehensive portfolio of services, including but not limited to:

- Plan Review
- Inspections
- Permitting
- Building Official & Counter Staff Augmentation
- Fire Plan Review

Building departments across the United States face various challenges in administering and enforcing building codes. When resources are scarce, budgets are tight, or technical expertise is limited, then the safety of people and their property are at risk. BVNA fills the voids building departments are experiencing and helps those communities protect their families, friends, and assets.

Building codes were designed to establish a minimum standard to protect the public health, safety and welfare of the built environment. Safe buildings are achieved through a collaboration of proper design and construction practices and the proper implementation of a code administration program to ensure compliance.

As described by the International Code Council, a successful code administration program achieves 1) reduced risk of tragedy caused by natural disasters and fires; 2) investment protection for property owners; and 3) insurance premium sustainability. You can protect your built environment by letting BVNA provide the right resources to support the services of a code administration program.

BVNA can do all this by first listening and understanding what operational challenges a building department may have or anticipates facing. Then we design a solution together. Our flexible programs are customized by each client to help them achieve operational excellence.

### ***Common municipal building department challenges:***

- Staff shortage
- Limited budget
- Technical expertise
- Fluctuation in workload
- No code administration program

### ***Bureau Veritas North America, Inc. solutions:***

- Full-service: BVNA performs all activities of a building department
- Plan review and inspections: BVNA performs plan review and inspection activities while the governmental agency performs the Building Official and permitting activities
- Project-based: Individual projects are sent to BVNA to perform plan review and inspection activities to balance workload with staffing levels
- Staffing: BVNA provides a Building Official, Permit Technician, Plans Examiner, and/or Inspector temporarily or permanently
- Plan review only: BVNA performs plan review activities while the governmental agency performs all other building department activities
- Inspections only: BVNA performs inspection activities while the governmental agency performs all other building department activities



### ***Building Department Plan Review***

We understand the City of Austin is in need a qualified and responsive consultant to assist with plan review services related to commercial, private and public, and residential construction projects within the legal boundaries and extra-terrestrial jurisdiction of the City (ETJ). We also understand the scope will include residential prototype reviews, residential zoning review, residential and commercial building reviews, commercial mechanical reviews, commercial electrical reviews, commercial plumbing reviews, commercial energy reviews, residential and commercial structural reviews, site plan coordination, permit history/violation review, and site plan plumbing reviews.

BVNA personnel have performed and managed plan review for literally thousands of projects and have a robust team of ICC certified plans examiners and State licensed engineers who can complete reviews as noted in the RFP:

- Residential - Up to 120 reviews per month
- Commercial - Up to 30 full reviews per month / 100 reviews for 1 discipline per month
- Plumbing - Up to 100 site plan plumbing reviews per month

We are the **largest plan review firm in the United States**, providing full service code consulting and plan review services. Our team provides plan reviews for compliance with a variety of codes, including the International Building, Plumbing, Electrical, Mechanical, Fuel Gas, Energy Conservation, Fire and the National Electric Codes as adopted by the City of Austin. We have specific experience working through a variety of challenges including, but not limited to, infill commercial development, adaptive reuse and change of occupancies of existing buildings, retrofit of un-reinforced masonry or soft-story buildings, large commercial shopping centers and mixed-use multi-family developments, live-work projects and high tech, research and development facilities.

### **Project Management and Coordination**

BVNA's project team will prepare monthly status reports and participate in coordination meetings when requested by the City of Austin. Coordination between BVNA and City staff and departments will be performed on projects needing input from multiple agencies and disciplines. Our team consists of David Stanford, Quality Control Manager, who will oversee the quality of work performed by BVNA. He will work closely with Greg Hallmark and Brad Huffaker to ensure staffing levels are sufficient to conduct multiple reviews concurrently without any negative impact to quality. Our current team is fully prepared and committed to meeting the plan review turnaround times and quantities identified in the RFP and included in this proposal.

Should BVNA be selected, our team will immediately schedule a kick-off meeting with the City to discuss the implementation and contract management plan proposed which will include, but not be limited to, team member identification, organization structure, invoicing procedures, monthly status reports, etc. After the kick-off meeting our project managers and key staff will regularly touch base with the City to discuss support provided and ensure our team is meeting the needs and expectations of the City. Adjustments to support levels will be made should it be necessary.





### Plan Review Turnaround Times

BVNA has built long-term partnerships with agencies. We understand that accuracy, efficiency, and integrity in all aspects of professional services are required. Testimony to our professional excellence is the fact that we have provided services to many of our municipal clients since their incorporation. Because of our large pool of accessible resources we are able to assemble experienced personnel in order to help with project schedule recovery when necessary. Our team will maintain efficient turnaround times on all reviews as a key measurement of our performance for our plan review services. The following schedule is representative of the review times associated with the type of construction you can anticipate.

Typical turnaround times for building plan review are as follows:

Plan review times (business days excluding City holidays)	Initial Check (working days)	Recheck (working days)	Revision (working days)
Commercial buildings, new construction	6	3	3
Commercial buildings, remodeling and finish-outs	3	3	3
Residential, new construction	2	2	2
Residential remodeling of a complying structure	2	2	2
Residential, remodeling of or additions to a noncomplying structure	3	3	3
Residential prototype, Volume Builder	5	5	5
Residential S.M.A.R.T. Housing	2	2	2
Commercial (multi-family) S.M.A.R.T. Housing	4	1*	4
Site Plan Plumbing Review	6	3	3
Site Plan Plumbing Review (S.M.A.R.T. Housing)	4	1*	4

*\*Review time if customer returns update within 7 days. Otherwise review time becomes 12 days.*

BVNA will also accommodate preliminary reviews to facilitate fast tracked or accelerated projects. This will aid with timely turnaround and create good public relations. If applicants include designs that do not conform to the prescriptive requirements of the codes, the City's designee will have final approval over the plan being reviewed. Our staff will make recommendations for the resolution if requested. We are also available to meet with agency staff or others as needed to discuss our findings.

Should the City of Austin or the permit applicant request, we can conduct plan review on a fast-track basis. Turnaround times for fast-track projects will be negotiated and may incur additional fees.

### Electronic Plan Reviewing

The BV Task Management System provides individual permit reports that include plan review, permitting and inspection information. We also provide various reports that encompass all city projects with information such as Inspection Counts, Failed Inspections, Building Finals Passed, Permit Activity, and Project Status. There are additional reports containing specific information that can be utilized by the city if needed.



### Web-Based Comprehensive Project Tracking

The web-based project tracking system offers comprehensive features to easily record, process, track, and report all phases of plan review and inspection. BV Task Management System provides an effective tool to issue and track a variety of permits and associated administrative, plan review, and inspection tasks from preliminary review to final approval.

Because the BV Task Management System is completely web-based, users with a login name and password can access the system from any computer connected to the internet. The system uses SSL security to protect user passwords and stored project data. The BV Task Management System will be available to the city's designated departments. First-time users will be provided with a short training course to introduce them to the application, and our technical support team will respond to all technical inquiries/issues within 24 hours.

### Plan Review Work Process and Project Tracking

From our experience, we have found that there must be a coordinated effort and responsibility to review, track and coordinate all plans submitted. The BV team has established an internal plan review coordination process so that each plan we receive is properly processed and returned on time. Upon receipt of the plans and addenda, our permit staff will enter the submittals on the BV Task Management System. The plans examiner will post the status of each submission and attach any plan review correction reports or project documents, if applicable. Typical turnaround times for electronic building plan review are as follows:

Plan review times (business days excluding City holidays)	Initial Check (working days)	Recheck (working days)	Revision (working days)
Commercial buildings, new construction	7	5	5
Commercial buildings, remodeling and finish-outs	3	3	3
Residential, new construction	3	3	3
Residential remodeling of a complying structure	3	3	3
Residential, remodeling of or additions to a noncomplying structure	4	4	4
Residential prototype, Volume Builder	4	4	4
Residential S.M.A.R.T. Housing	3	3	3
Commercial (multi-family) S.M.A.R.T. Housing	4	1*	4
Site Plan Plumbing Review	7	5	5
Site Plan Plumbing Review (S.M.A.R.T. Housing)	4	1*	4

\*Review time if customer returns update within 7 days. Otherwise review time becomes 14 days.

### Third Party Plan Review and Inspection

*Supplementing the development community to provide exceptional customer service and expertise*

Rapid development can be overwhelming to building departments and can cause schedule delays for developers, contractors, and design-build teams. Although public agencies are dedicated to providing a high level of customer service while ensuring the integrity of design and construction, their staff becomes overloaded and unable to keep the development moving forward efficiently.



Third party plan review and inspection enables BVNA to supplement the local authority having jurisdiction on a project-by-project basis, at the applicant's expense. This is an optional method to accomplish the plan review for applicants that desire preliminary plan reviews or have expediting needs due to project time constraints. This method allows the designer to work with plan review staff early in the design process to avoid code problems that could lead to extensive redesign of completed plans. It also allows the permit applicant to pay for review services directly to BVNA, independent of the normal City plan review fee. With approval of the building official, our team can provide third-party plan reviews/inspections by allowing an applicant to provide payment directly to BVNA for our plan review fee or inspection costs.

This program is utilized by many public agencies, developers, contractors, and project management firms to help promote economic development, keep projects on track, expedite projects, etc. BVNA teams with cities, counties, developers, contractors, project managers, design-build teams, and other members of the development community to provide a high level of customer service, experience, and technical expertise. We have provided third party plan review and inspection services for thousands of projects throughout the United States including many projects in the City of Fort Worth and throughout Texas.

### **Why Choose Bureau Veritas?**

#### *Knowledge and Expertise*

Certified by the International Code Council and licensed by applicable state agencies, BVNA plans examiners and engineers are proficient in the application of design and testing standards and have participated in the development of design standards on many different levels.

BVNA inspection staff is also certified by the International Code Council and the State of Texas and many are multi-disciplined. Having a multi-disciplined inspector ensures consistent inspections by the same inspector for all trades. Multi-disciplined inspectors also provide the construction teams with a single point of contact throughout the duration of the project.

#### *Reputation*

BVNA has become the leader in construction code compliance services throughout the United States. The growth of BVNA's construction code compliance division is the result of repeat clients and client referrals.



## ***Tab 5 - Work Plan and Approach***

### **Task A. Transmittal of Plans and Correction Lists**

BVNA assumes responsibility for the pickup and return of plans. All plans shall be picked up from the City offices within 24 hours of notification. Should the volume of work be sufficient, we propose to establish regular pick up of plans on a consistent basis. We will also utilize shipping courier, at no additional cost to the City.

Upon completion of each plan review, we will forward a copy of the correction list to both the City and the applicant. When corrected plans are resubmitted, the previous procedure will be followed or the applicant may schedule an office visit to go over any corrections in person. When plans are completed they are stamped, signed and forwarded by BVNA staff. Our transmittal forms are customized for use unique to the City.

### **Task B. Weekly Updates**

BVNA will generate a report weekly outlining projects in review along with the appropriate contact information. Currently, our team utilizes an "Active Daily Log" (ADL) that identifies the project, due dates disciplines for review, and applicant information. This report can be customized specifically for the City of Austin. As a general practice of our plan review team, plans and documents will be retained until the project is approved and in substantial compliance with applicable building codes. Upon approval, approved plans will be transferred back to the City of Austin and any documents received prior to the approved set will be disposed of after 30 days.

### **Task C. Comprehensive and Accurate Review**

BVNA's plan review team includes individuals certified in every area identified by the International Code Council. Additionally, we have multiple Master Code Professionals (MCP) and Certified Building Officials (CBO) who have reviewed projects of nearly every size, complexity, and construction type. In Tab 4 of this proposal we have outlined our turnaround times and are committed to meeting those timeframes or beating them.

### **Task D. Review Residential Application Package (Plot Plan)**

Our team routinely reviews application packages for appropriate documentation and information including, but not limited to, square footage, valuation, zoning, etc. Our team will review the adopted ordinances in the City of Austin to ensure the application review will be comprehensive and specific to the requirements of the City.

### **Task E. Review Residential Application Package**

BVNA will review the application and identify the applicant, generate a correction list identifying issues such as illegal lot status, insufficient setbacks, easements for open space, drainage, grading, trails, water and wastewater infrastructure, roads, and other code deficiencies.

### **Task F. Comment Library and Forms**

BVNA will utilize the existing City comment library, checklists, and other forms in use by the City. Our team will follow the policies and procedures of the City's plan review section so ensure seamless integration of our support staff. Should any deviation from the standard comments or checklists should be brought to the attention of the contract manager prior to comment issuance.



### **Task G. Exceptions to Codes**

BVNA understands codes and code interpretations will not be performed by our team. The City's designee will review and approve any code exception or interpretation. Should the City's designee request, BVNA can provide insight or information to assist with any exception or interpretation.

### **Task H. Notify Applicant**

BVNA will use the City's adopted AMANDA system to notify the applicant of corrections. Should the City approve, BVNA can utilize our TMS system. At any time the City of Austin and permit applicants can contact BVNA. Phone numbers and email addresses will be provided to facilitate communication between the plan review team. Additionally, our team is available, with reasonable notice, to meet in person to discuss plan review comments or conduct rechecks face-to-face. Our process for transmitting plans and documents is outlined in Tab 4 and does not incur additional costs for the City. Finally, parking at BVNA's offices is free.

### **Task I. Building Plans Under Review**

During the course of a review, BVNA may receive information from or provide information to the Development Services Plan Review Division regarding any possible issue that may impact or conflict with the Zoning ordinance, Board, or Council actions or conditions.

### **Task J. Approved Plans and Documents**

Upon approval of plans and documents, our team will forward appropriate documents to the City and/or upload to the City's database when directed by the contract manager. Approved plans will be identified with the appropriate stamp and signatures.

### **Task K. Inquiries**

Telephone or email inquiries from customers will be responded to within 24 hours. Our team is equipped with individual email addresses and phone numbers to facilitate direct and open communication. Additionally, our offices have toll-free numbers that can be utilized. During the kick-off meeting between BVNA and the City of Austin, we will transfer contact information for each key team member.

### **Task L. Meetings**

Meetings held at City, BVNA, or applicant offices are welcomed and encouraged by BVNA's project team. Alternatively, web-hosted meetings can be held using Adobe Connect, Skype, GoTo Meeting, or other provider.

### **Task M. Computer Systems**

BVNA has the ability to utilize any computer program including AMANDA and ProjectDox. We understand many agencies utilize these or similar systems and are prepared to implement the programs preferred by the City. Alternatively, BVNA can work with the City to implement our Task Management System (TMS).

### **Task N. Paper to Digital**

Should a plan submittal transition from paper to digital, or digital to paper, our team will adapt quickly to negate any time delays that may arise due to the transition. Should a project start as a paper submittal and transition to digital, the turnaround times will be maintained in accordance with the original submittal type.

### **Task O. Training**

BVNA understands the contract manager or other City designee will provide startup training for BVNA to review processes, standards, and local amendments.



### **Task P. Training for Certifications**

BVNA continuously invests in its employees and views staff training very seriously. Helping them to grow to their highest potential and advancing their professional skills has always been a priority. Within our budget we dedicate a substantial amount towards professional growth and development as recognized by the International Accreditation Service. Our team members are required by the certifying body to log Continuing Education Units (CEUs) in order for them to maintain and renew their certifications.

### **Task Q. Quarterly Meetings**

Our team encourages regular meetings with our clients to review upcoming changes in quantity or types of applications and to review BVNA's service levels to ensure expectations are being met. Should the City request meetings more frequently, our team will be happy to attend or host such meetings at BVNA offices.

### **Strategies to attract and retain highly qualified employees in the appropriate number to maintain the required level of service**

Hiring and retaining exceptional talent is critical to BVNA's success and growth. That's why it's a customary practice for our Human Resources department to treat hiring as a year-round business process. In addition to using outside recruiting consultants, BVNA also employs full-time recruiters to constantly identify technical and managerial talent that possess the credentials, background, and cultural fit for our clients. BVNA has an established planning, recruiting, and selection process for hiring new talent. BVNA offers competitive salaries and benefits including professional development and personal growth initiatives that serve to attract and retain the best and the brightest in the industry.

Our team recognizes consistent staffing assignments cultivate a relationship of familiarity and trust. It is always our intent keep the same familiar faces assigned to the City of Austin.

### **Support the established culture throughout the City of Austin and community**

Community character is conveyed by not only grand buildings and public spaces but a whole range of elements: residences of all sizes and scale; commercial, government, and institutional buildings; street cross-sections; street furniture and graphics; public places, large and small; ceremonial buildings; informal activities such as street markets and fairs; and the food, language, and personalities that contribute to a community's narrative. In an effort to adopt the spirit and proud nature of the Community, BVNA employees are encouraged to regularly support and participate in local activities and events. We will strive to preserve and enhance the local identity, uniqueness, and culture of the City of Austin and community. Our team will adopt the policies, processes and procedures for the Planning, Zoning and Building Department that reinforce the underlying philosophy and vision already established.

### **Promote information sharing and collaborative work between City staff and Contractors**

When you have multiple groups with differing views, resources, and skills applying their intelligence and strength to manage a community, the results can be impressive. They can figure out ways to garner the necessary skills, funds, and time to solve community problems and improve human services. But it requires people who are well-organized, cooperative, and aligned by a common mission.

BVNA's team puts aside the narrow interests of its own organization and gives priority to the broader common good of the larger community. By networking, coordinating, cooperating, and collaborating, our plan review team works with all City staff, stakeholders, and organizations to accomplish common goals each entity can't achieve on their own.





### **Operational improvements to increase efficiencies, improve service and reduce operating expenses**

BVNA has implemented Lean Project Management fundamentals as its foundation to identify and achieve operational improvements. As a customer-centric methodology, lean project management is a continuous cycle of eliminating waste and adding value. A lean system emphasizes the prevention of waste: extra time, labor or material spent that does not add value to the service. A lean enterprise is the foster a company culture where employees constantly look to improve their skills levels and production processes.

BVNA uses policies and procedures to document the framework for operation. The four basic concepts in developing the policies and procedures include Compliance, Operational Needs, Risk Management, and Improvement. In keeping with our Lean Project Management practices, our team continuously investigates improvement opportunities. Even so, it is an annual practice of the company to formally analyze and amend policies and procedures to mirror changes in legislation and industry standards.

### **Maintain established business hours and provide appropriate staff to perform the requested services**

The Bureau Veritas team recognizes it is responsible for conducting business during the established business days and hours, except when the Government facility is closed due to observed federal holidays, local or national emergencies, administrative closings, or similar Government directed facility closings. BVNA's team will, at all times, maintain an adequate workforce for the uninterrupted performance of all tasks defined for plan review services.

### **Earn the trust of the public**

We understand that for our services to truly be effective, we must earn the trust of the public. In order to earn their trust we incorporate strict policies regarding customer service. Our staff will:

- Maintain a courteous demeanor
- Be empathetic to the needs of the customers
- Strive to go above and beyond with each and every customer
- Meet commitments and appointments
- Return phone calls and emails quickly and efficiently
- Acknowledge mistakes and make corrections without hesitation

### **Approach and methodology to ensure delivery of high quality services**

BVNA has a two-step approach to ensuring the delivery of high quality services. The company is subject to regular controls and audits by authorities and accreditation bodies to ensure that its procedures, the qualification of its personnel and its management systems comply with the applicable standards, norms, references or regulations. To maintain the accreditations and certifications, quality assurance methods are built into every function of our service. Quality assurance is achieved through a number of systems and tools.

- Service goals for timeliness, quality and professionalism are defined and tracked
- Training and education is required
- Random audits are performed
- Documented procedures are accessible, monitored, and updated
- Utilization of NAMS and CARSys

One of the tools Bureau Veritas uses is the North America Management System (NAMS). NAMS is a means to obtain Bureau Veritas' objectives of quality excellence as prescribed by the Bureau Veritas business model. In order to achieve our goals, BVNA has implemented processes and procedures intended for application at all levels of the organization.

The management system has been implemented and maintained with the aim of satisfying our customer's needs and expectations. In order for NAMS to be effective, the policies and procedures are implemented, continuously monitored, and updated.





Customer feedback is provided through a variety of avenues, examples include the use of a satisfaction survey or face-to-face/on-site communication. Once the customer feedback has been received, the management team then analyzes, measures, and implements the improvements required for quality excellence. The cycle continues until the customer's needs and expectations have been satisfied.

Bureau Veritas also utilizes the CARSys Issues Tracking program. CARSys is an improvement tool, which provides a closed-loop process for the management of customer and internal concerns and corrective/preventative actions that result from the concerns or issues. With the flexibility of CARSys, Bureau Veritas is able to Identify, Act, Implement, and Verify issues.

We understand the City of Austin is in need of an independent firm to supplement the existing staff of the Planning, Zoning and Building Department. The objective is to take a proactive approach in balancing the workforce with the development activity, in order to help achieve the City's vision of delivering high quality service to the community in which it serves Bureau Veritas will immediately execute the 4-phase approach.

#### ***PHASE 1: Initiation - Identify***

During this phase, the primary goal is to identify the town's stakeholders and gather an in-depth understanding of the City's current processes and procedures.

- Identify staff / responsibilities
- Document contact information
- Identify project tracking system
- Develop planning and implementation schedule

#### ***PHASE 2: Planning - Evaluate***

BVNA will use the Phase 2 period to orientate the team with the city's streets, built environment, local procedures, ordinances, forms, best practices and other requirements which may be unique to the City.

- Evaluate forms and applications
- Identify department services
- Evaluate department needs
- Identify codes and ordinances
- Gather zoning ordinances and map
- Complete survey form
- Specify goals and objectives

#### ***PHASE 3: Implementation - Establish***

The Implementation Phase is the performance phase. This is where BVNA will put into place the procedures developed in collaboration with City staff to ensure the seamless extension.

- Establish plan review procedures
- Establish inspection procedures
- Obtain project tracking system training, if needed
- Establish billing process

#### ***PHASE 4: Monitoring - Assess (Continuous)***

Phase 4 has been established as the Monitoring Phase. This phase will let our team know if we are meeting the City's expectations and service needs, and to adjust the procedures accordingly.

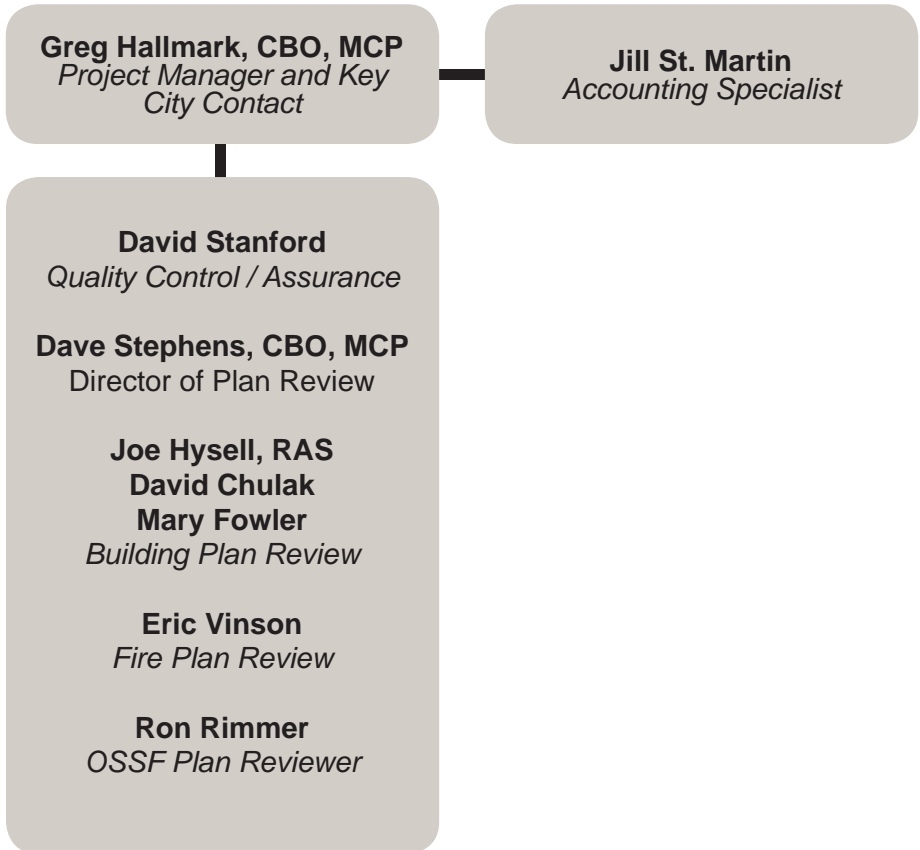
- Review plan review procedures
- Review inspection procedures
- Measure customer service
- Monitor permit activity
- Update City information
- Provide solutions



***Compliance with Regulations***

BVNA will conduct plan review services in accordance with applicable rules and regulations of Federal, State, and local governing entities. BVNA confirms our compliance with the Request for Proposal (RFP).

**Tab 6 - Project Manager / Contract Management Structure**



Greg Hallmark will be the primary point of contact for the City of Austin. Greg will work directly with our project team and accounting department to ensure projects and invoicing are consistent and meet the expectations of the City. During plan review, Dave Stephens will facilitate each discipline to ensure BVNA's team reviews all components assigned by the City. Dave and the plan review team will be available to meet with applicants, designers, and City staff to discuss plan review comments and unique aspects of each project.

## Tab 7 - Experience

### Municipal Clients Served Since 1999

City of Alvarado	City of Euless	City of Kingsville	City of Port Neches
City of Alvord	City of Farmersville	City of Kirby	City of Portland
City of Anahuac	City of Fate	City of Krugerville	City of Princeton
City of Anna	City of Ferris	City of La Marque	City of Quinlan
City of Arlington	City of Flatonia	City of Lake Dallas	City of Quitman
City of Aubrey	City of Florence	City of Lampasas	City of Red Oak
City of Bastrop	City of Floresville	City of LaVernia	City of Richardson
City of Bay City	City of Forney	City of Leander	City of Richland Hills
City of Beasley	City of Fort Stockton	City of Lindsay	City of Roanoke
City of Bedford	City of Fort Worth	City of Live Oak	City of Rockport
City of Beeville	City of Friendswood	City of Llano	City of Roman Forest
City of Bellaire	City of Gainesville	City of Lorena	City of Rosenberg
City of Bells	City of Georgetown	City of Lucas	City of Rowlett
City of Blanco	City of Glenn Heights	City of Mabank	City of Royse City
City of Blue Mound	City of Godley	City of Magnolia	City of Runaway Bay
City of Blue Ridge	City of Goliad	City of Malakoff	City of Sachse
City of Bowie	City of Granbury	City of Manor	City of Saint Hedwig
City of Brady	City of Grandview	City of Marble Falls	City of Saint Jo
City of Brenham	City of Gun Barrel City	City of Marion	City of San Marcos
City of Bridgeport	City of Gunter	City of Martindale	City of Sanger
City of Brookshire	City of Haslet	City of Maypearl	City of Schertz
City of Bulverde	City of Heath	City of McLendon-Chisholm	City of Schulenburg
City of Bunker Hill Village	City of Hebron	City of Meadows Place	City of Selma
City of Burleson	City of Hedwig Village	City of Melissa	City of Simonton
City of Callisburg	City of Hilshire Village	City of Midlothian	City of Sinton
City of Castroville	City of Hondo	City of Mineola	City of Sonora
City of Celina	City of Horseshoe Bay	City of Mont Belvieu	City of Southmayd
City of Colleyville	City of Houston	City of Montgomery	City of Southside Place
City of Collinsville	City of Howe	City of Morgan's Point	City of Splendora
City of Combine	City of Hudson Oaks	City of Moulton	City of Spring Valley Village
City of Corral City	City of Hunters Creek Village	City of Mount Vernon	City of Stephenville
City of Corpus Christi	City of Huntsville	City of Muenster	City of Sulphur Springs
City of Corsicana	City of Hutchins	City of Murphy	City of Taft
City of Covington	City of Hutto	City of Nassau Bay	City of Taylor
City of Crandall	City of Ingram	City of Natalia	City of Terrell
City of Dallas	City of Jacksboro	City of Navasota	City of The Colony
City of Dalworthington Gardens	City of Jersey Village	City of Newark	City of Three Rivers
City of Decatur	City of Jewett	City of Oak Ridge (Cooke County)	City of Tioga
City of Devine	City of Johnson City	City of Ovilla	City of Tom Bean
City of Denison	City of Jourdanton	City of Palestine	City of Tool
City of DeSoto	City of Justin	City of Paris	City of Trenton
City of Dilley	City of Kaufman	City of Pearland	City of Troy
City of Dripping Springs	City of Keller	City of Pelican Bay	City of Uhland
City of Duncanville	City of Keene	City of Pflugerville	City of Union Valley
City of El Campo	City of Kemah	City of Pilot Point	City of Universal City
City of El Paso	City of Kemp	City of Piney Point Village	City of Valley View
City of Elmendorf	City of Kenedy	City of Pleasanton	City of Van Alstyne
	City of Kerrville		City of Waller



### City of Hudson Oaks

Bureau Veritas has been providing services the City of Hudson Oaks since 2008. We have been a part of many of the developments that make up the City, such as the Splash Kingdom Waterpark and the Shops at Hudson Oaks. Our services include plan review, building inspections, fire reviews and inspections, construction inspections, OSSF reviews and inspections, and food establishment inspections. However, there are many ancillary activities Bureau Veritas extends that are inclusive of our services to the City, such as

- Attendance at pre-construction, development review, City Council, and Planning and Zoning meetings
- Code and ordinance review and adoption consulting
- Building code interpretation and consulting
- Web-base permit tracking system

During the course of seven years, the staff at Bureau Veritas has developed working relationships with the city staff, citizens, and development community to adopt the spirit and proud nature of the community. Community character is conveyed by not only grand buildings and public spaces but a whole range of elements: residences of all sizes and scale; commercial, government, and institutional buildings; street cross-sections; street furniture and graphics; public places, large and small; ceremonial buildings; informal activities such as street markets and fairs; and the food, language, and personalities that contribute to a community's narrative. We strive to preserve and enhance the local identity, uniqueness, and culture of the Hudson Oaks city and community.

Since signing the agreement in 2008, Bureau Veritas' fees have remained the same.



**City of Bowie** A small community with a population just over 5,000, Bowie is located in the north central county of Montague.

Bureau Veritas joined the City of Bowie's team in January 2015 to perform plan review and building inspection activities. In just nine short months, Bureau Veritas has performed 534 inspections for nearly 200 projects.



### Town of Argyle

Argyle fosters a small-town atmosphere with easy access to many business centers, medical facilities, and professional sporting events with its close proximity to the

Metroplex. As a Town dedicated to providing the highest level of professional, efficient and effective public services to its citizens as well as to those visiting the community, they teamed with Bureau Veritas in 2007 for plan review and building inspection services. BV is approaching 12,000 inspections for the Town since 2007.



#### City of Aubrey

Aubrey is in the Heart of “Horse Country, USA” and serves as a gateway to Lake Ray Roberts. The

City strives to build a sense of community that is innovative, cooperative, streamlined, and business friendly. A client since 2007, Bureau Veritas performs plan review, building inspections, and food establishment inspections. BV has performed more than 8400 inspections for 2100 projects.



#### City of Anna

Bureau Veritas has been providing thorough building department services for the City of Anna since 2004. The team has performed 61,000 inspections for more than

5,000 projects. Home of the Anna Coyotes and 11,000 residents, Anna is located about 40 miles north of Dallas and is one of the fastest growing cities in the Metroplex. What was once mostly farm land is now occupied by the typical elements of a self-sufficient city, such as schools, banks, and a Walmart Supercenter in the development pipeline.



#### City of Forney

Forney is a small town with the desire to retain the home town feel and the ability to provide amenities

to its citizens. A client since 2003, Bureau Veritas performs plan review, building inspections, fire reviews and inspections, and food establishment inspections on behalf of the City of Forney. A fast-growing community, Bureau Veritas balances staffing level with permit activity, minimizes interruption in the workflow process of the building department, and provides long-term and cost-effective solutions. The team is nearing its 70,000th inspection for the city.



#### City of Murphy

Murphy is a suburb of Collin County with a population exceeding 17,000. The city's vision is to remain a vibrant, family-oriented, distinctive city that fosters a strong sense of

community and connection between its local government and citizens. To aid it delivering its vision, the city teamed with Bureau Veritas in 2011 for plan review and building inspection services. In 2012, Bureau Veritas placed a full-time employee at city hall to serve as the city's Building Official. Bureau Veritas has processed more than 1300 projects, including Murphy Marketplace, Hobby Lobby, and Plano Sports Authority Arena.



#### City of Melissa

Serving the City of Melissa since 2001, Bureau Veritas is proud to be part of the legacy of excellence and well-

earned reputation for outstanding customer service that the City of Melissa enjoys today. Our team of professionals provides complete plan review, building inspections, and fire reviews and inspections.

Bureau Veritas has been part of the growth and success of the City, as well as becoming one with the community in providing services and professional staff for more than 4,000 projects, including Melissa City Hall, Melissa Town Center, and Melissa High School.



#### City of Lake Dallas

Lake Dallas' vision is to be a proud community with unique charm, built on strong family and community values, with exciting lake side, recreational, and tourism

assets supported by a diverse and profitable business base. The city teamed with Bureau Veritas in 2005 for plan review and building inspection services. The team has processed more than 750 projects, including the city's Main Street Redevelopment and Lakeshore Baptist Church, and performed 8,300 inspections.





#### **ATT Stadium**

Rising 365 feet from the field level, the 2.3 million square-foot, \$1B stadium has a capacity of 80,000 and the

flexibility to accommodate up to 100,000 fans. The stadium features signature monumental arches, an expansive retractable roof, massive glass retractable end zone doors, a distinguished canted glass wall, and the world's largest center-hung video board.



#### **Bell Helicopter Textron Bell**

Helicopter, headquartered in Fort Worth, Texas, manufactures commercial and

military helicopters. The new \$230 million headquarters building was designed to consolidate more than 1.2 million SF of excess space and reduce 20 percent of the company's waste and energy use by 2015. These reductions are projected to save Bell Helicopter more than \$19 million in annual operating expenses.



#### **Village at Fairview**

The Village at Fairview is a 200 acre regional, mixed-use lifestyle development located in Fairview,

Texas. The development includes 1,000,000 square feet anchored by Dillard's, Macy's, JCPenney, The Container Store, and Whole Foods. The retail portion also includes a 43,000 square-foot iPic Theaters Cinema and 500,000 square feet of specialty shops and restaurants. The development also includes a 200,000 square foot class-A office tower and 675 multi-family residential units.



#### **Multi-family projects at mixed-use development**

KDC is developing a 186-acre master-planned project

in Richardson, Texas. The first phase of includes three office towers, just under 1,000 multi-family residential units, a 150-room select service hotel, a health clinic and fitness facility, more than 75,000 square feet of retail and restaurants, and a specialty grocery-anchored retail center. Once all phases of KDC's Richardson master-planned community are complete, it will include 5 million square feet of office space, 300,000 square feet of grocery, restaurant and retail space, 3,925 multi-family residential units and two hotels.



#### **Rockwall County Courthouse**

This \$37 million building features 162,000 square feet in four floors, and includes a public

lobby, clerks' offices, jury facilities, and holding areas in addition to District Attorneys' offices and courtrooms, with shell space to allow for future expansion.



#### **Melissa City Hall**

The \$8.5M City Hall's 39,436 square feet accommodates city government and various local services. It is clad

in red brick and has major stone accents and a prominent roof. The council chambers is located within the large cylinder that is expressed on the exterior and enjoys an abundance of natural light via the continuous clerestory windows that wrap the cylinder's parapet.



**Texoma Medical Center** Texoma Medical Center is a full service replacement facility in Denison, Texas. The hospital

currently has 170 private patient rooms with a plan to expand 50,200-sq-ft in the future and include 252 total beds. The new 8-story facility also includes a 12-room operating suite, 32-bed intensive care unit and a 26-bed emergency room, in addition to a medical office building on the same site.

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**The Residences at Montgomery Plaza** The \$23 million project features 240 residential units in the 1,000-square-

foot to 4,600-square-foot range. The building includes a rooftop pool and other amenities including rooftop dining, movie room and fitness area. Each tower has an entrance lobby on the first floor and parking on the second and third floors with the garages connected by a pedestrian bridge and a bridge that cars can traverse between buildings.

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**UNT Business Leadership Building** UNT's \$80 million new Business Leadership Building consists of 180,000 square

feet, containing 24 classrooms that accommodate many different class sizes, and more than 222 faculty, staff, and doctoral student offices. With the ability to accommodate 8,000 students, the BLB has over 15,000 square feet of dedicated classroom space, the largest equipped with videoconferencing capabilities. Classrooms for graduate level courses and executive education are provided on the upper floors of the building. The new Business Leadership Building earned LEED Gold certification.

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**ARthouse at Keller Town Center** Arthouse is a \$25M mixed-use lifestyle center housing retail, residential and

commercial spaces unified in one development where each component artfully coexists with the other. The buildings' architecture complements the existing Keller Town Center, yet has an artistic flair with walls of glass and mixed mediums not typically found in this area. The development consists of 177 Apartment homes, over 37,000 square feet of storefront retail, up to 12 "flex" or incubator retail spaces, and 16 artists' enclaves.

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**Anna High School** This \$68 million educational facility encompasses 470,000 square feet and includes classroom space,

an agricultural facility, two competition gyms, and a 900-seat auditorium, all encompassed by a built up membrane roof.

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**The Wyatt at Presidio Junction Apartments** The Wyatt at Presidio Junction, a 300-acre development that consists of

1,000,000 square feet of retail and restaurants, 1,300 apartment units and 750,000 square feet of fitness, hotel and Class A office space.

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Reference	Work Completed
<b>Town of Argyle</b> Matt Jones, Director of Community Development 308 Denton Street, Argyle, Texas 76226-2332 P: 940-464-7273 E: mjones@argyletx.com	Contract date: June 26, 2007 - Present Services: Residential and Commercial Plan Review and Inspection Services, OSSF Inspections, Building Official Services
<b>City of Forney</b> James Fisher, City Manager 101 E Main, Forney, Texas 75126-4136 P: 972-564-7301 E: jfisher@cityofforney.org	Contract date: May 19, 2003 - Present Services: Residential and Commercial Plan Review and Inspection, Fire Plan Review and Inspections, Food Establishment Inspections, Backup Inspections
<b>City of Murphy</b> Candy McQuiston, Customer Service Manager 206 N. Murphy Road, Murphy, TX 75094 P: 972-468-4045 E: cmcquiston@murphytx.org	Contract date: August 2, 2011 - Present Services: Residential and Commercial Plan Review and Inspections, On-Site Building Official, Food Establishment Inspections
<b>City of Lake Dallas</b> Char DuPree, Community Development Director 212 Main Street, Lake Dallas, Texas 75065-2720 P: 940-497-2227 X 124 E: cdupree@lakedallas.com	Contract date: August 3, 2005 - Present Services: Residential and Commercial Plan Review and Inspection, Building Official Services
<b>City of Aubrey</b> Jenny Huckabee, City Secretary 107 S Main Street, Aubrey, Texas 76227 P: 940-440-9343 X 4 E: jhuckabee@aubreytx.gov	Contract date: December 18, 2007 - Present Services: Residential and Commercial Plan Review and Inspection, Food Establishment Inspections, Building Official Services
<b>City of Anna</b> Maurice Schwanke, Director of Planning & Development 101 N Powell Parkway, Anna, Texas 75409 P: 972-924-3325 E: mschwanke@annatexas.gov	Contract date: December 1, 2004 - Present Services: Residential and Commercial Plan Review and Inspections, Building Official Services, Fire Plan Review and Inspections, Public Works Plan Review and Inspections
<b>City of Melissa</b> Dana Nixon, Planning & Development Director 3411 Barker Avenue, Melissa, Texas 75454 P: 972-838-2036 E: dnixon@cityofmelissa.com	Contract Date: December 19, 2001 - Present Services: Residential and Commercial Plan Review and Inspection, Fire Plan Review and Inspections, Annual Fire Inspections, Building Official Services
<b>City of Bowie</b> David Rainey, Code Administrator 304 Lindsey Street, Bowie, Texas 76230 P: 940-872-1114 E: bowiecode@cityofbowietx.com	Contract Date: January 1, 2015 - Present Services: Residential and Commercial Plan Review and Inspection Services, Building Official Services



## Greg Hallmark, C.B.O., M.C.P., R.A.S., Project Manager / Key Contact

### Registrations/Certifications

ICC Certified:  
Access. Inspector/Plans Examiner  
Building Inspector  
Building Plans Examiner  
Certified Building Code Official  
Certified Building Official  
Certified Mechanical Code Official  
Certified Plumbing Code Official  
Combination Inspector  
Commercial Building Inspector  
Commercial Electrical Inspector  
Commercial Energy Inspector  
Commercial Energy Plans Examiner  
Commercial Mechanical Inspector  
Disaster Response Inspector  
Electrical Inspector  
Energy Code Specialist  
Fire Inspector I  
Fire Inspector II  
Green Building Residential Examiner  
Master Code Professional  
Mechanical Plans Examiner  
Plumbing Inspector  
Plumbing Plans Examiner  
Residential Building Inspector  
Residential Electrical Inspector  
Residential Energy Inspector/Plans Examiner  
Residential Fire Sprinkler Inspector / Plans Examiner  
Residential Mechanical Inspector  
Residential Plumbing Inspector

### Professional Affiliations

International Code Council  
Texas Municipal League

### Tenure at BVNA

8+

### Total Years of Experience

44+

With more than 44 years of experience in the building industry, Greg Hallmark has amassed an impressive set of qualifications, among them Master Code Professional. His experience focuses mainly on inspection of commercial and residential buildings in the areas of electrical, plumbing, mechanical, structural, OSSF, backflow prevention, foundation stressing, and energy compliance.

As an inspector, Greg performs field inspections to determine compliance with the approved plans and all applicable Federal, State and local codes, ordinances, and standards. Greg documents work, prepares technical reports, and maintains accurate records related to assigned work or projects. He also responds to requests for information, assists customers such as developers, contractors, and the public in resolving issues, and provides general information regarding permitting policies, procedures, building codes, standards and requirements, and other related matters.

### Select Project Experience

#### Business Unit Manager

##### *Bureau Veritas North America, Inc.*

- Manages inspection services for South Texas area
- Hires and trains inspection staff
- Responsible for operational and implementation functions of business unit
- Conducts follow up inspections to ensure quality
- Administers municipal contracts
- Performs inspections

#### Building Official/Inspector

##### *City of Houston*

- Performed HQS inspections on nine apartment complexes for the City of Houston, as part of its ongoing commitment to life safety. Over 750 multi-family homes were inspected under this program

#### Building Inspector

##### *Goodfellow Air Force Base - San Angelo*

- Performed inspections for the base's privatized military housing initiative in addition to issuing certificates of completion and preparing monthly reports requiring project updates

#### Building Inspector

##### *Hill Country Galleria - Bee Cave*

- Performed inspections for this 1.5 million square foot, \$192 million mixed use development anchored by Dillard's, Cinemark Theater, Barnes & Noble and Dick's Sporting Goods.



## David Stanford, Quality Control / Assurance Manager

**Education**  
B.S., Environmental Design

**Professional Affiliations**  
International Code Council

**Years at BVNA**  
12+

**Total Years of Experience**  
35+

Employed with BVNA since 2004, David currently serves as the Quality, Health, Safety, and Environment Coordinator for the Facilities Division to facilitate compliance with NAMS and to maintain ISO 9001:2008 certification. In addition, he also leads the Texas team to ensure continual improvement to maintaining accreditation with the IAS AC402, Third Party Building Department Service Provider.

Previously, David was responsible for providing management supervision to the administrative staff supporting the plan review team in the Fort Worth office, in addition to all inspectors in the state of Texas. His experience with technological processes and implementation has been invaluable when developing and supporting BVNA's web-based Task Management System (TMS).

### Select Project Experience

#### Quality Assurance Manager

##### *Bureau Veritas North America, Inc.*

- Responsible for the development of and administration support for TMS
- Responsible for the process improvement through technology utilization and IS solutions
- Serve as the QHSE Coordinator to facilitate compliance with ISO 9001:2008 and IAS Accreditation

#### Assistant Building Official

##### *City of Richardson*

- Supervised department staff, generating smooth departmental operations and efficient response to the public
- Acted as technical advisor to boards of appeals
- Counseled architects and owners facilitating code compliance in the design stage
- Prepared and assisted in the implementation of the departmental budget
- Maintained departmental construction data and implemented reports

#### Chief Inspector

##### *City of Richardson*

- Supervised inspectors and office personnel
- Evaluated and updated existing construction codes
- Acted as technical advisor to boards of appeals
- Developed software applications to automate departmental functions

#### Commercial Plans Examiner

##### *City of Richardson*

- Improved methods of checking plans effecting a consistent and accurate application of code requirements





## Dave Stephens, CBO, MCP, Director of Plan Review Services

### Education

A.A., Electrical Technology

### Registrations/Certifications

ICC Certified:

Accessibility Inspector/Plans Examiner

Building Inspector

Building Plans Examiner

Cert. Building Code Official

Cert. Building Official

Cert. Electrical Code Official

Cert. Mech. Code Official

Cert. Plumbing Code Official

Combination Inspector

Combination Inspector - Legacy

Combination Plans Examiner

Comm. Energy Inspector

Comm. Energy Plans Examiner

Electrical Inspector

Electrical Plans Examiner

Master Code Professional

Mech. Inspector

Mech. Inspector UMC

Mech. Plans Examiner

Plumbing Inspector

Plumbing Inspector UPC

Plumbing Plans Examiner

Res. Energy Inspector/Plans Examiner

Res. Mech. Inspector

Res. Plumbing Inspector

### Professional Affiliations

International Code Council

Before entering the code compliance sector, Dave spent 10 years as an electrician, first as an apprentice and then working his way up to becoming a master electrician. Dave installed electrical systems on residential, multi-family, light commercial and served as the head electrician for a community college.

In 1985, Dave began his career in code compliance as an inspector for the City of Plano, Texas. Now, 29 years later, he is the Director of Plan Review Services for Bureau Veritas North America, Inc.. He has been involved with a number of projects with complex systems, including hospitals, sports stadiums, corporate headquarters and hotels.

Dave also assists with the development of the American Institute of Architects/Continuing Education System (AIA/CES) approved seminars for design professionals, code officials, developers, contractors and engineers.

### Select Project Experience

#### Director of Plan Review Services

##### *Bureau Veritas North America, Inc.*

- Administers BVNA's plan review operations
- Manages a staff of plans examiners and permit technicians
- Maintains client relationships
- Performs quality reviews
- Provides code interpretations

#### Assistant Building Official

##### *City of Plano*

- Responsible for the Field Services Division of Building Inspection Department
- Managed 36 employees who performed inspections, received and logged inspection requests and maintained records

#### Field Services Coordinator

##### *City of Plano*

- Supervised Building, Electrical and Plumbing/Mechanical inspectors and their daily activities
- Provided work assignments, training and record keeping of time and inspections
- Interpretation of codes and ordinances
- Resolved issues with residential and commercial permits

### Total Years of Experience

40+

#### Combination Inspector

##### *City of Plano*

- Enforced codes and ordinances of commercial and residential construction
- Reviewed plan for compliance





## Joe Hysell, Plans Examiner

### Education

B.S., Environmental Design

### Registrations/Certifications

Florida DBPR:

Standard Plans Examiner

ICC Certified:

Accessibility Inspector/Plans Examiner

Building Plans Examiner

Commercial Energy Inspector

Commercial Energy Plans Examiner

Plumbing Inspector

Residential Energy Inspector/Plans Examiner

TX Dept. of Licensing & Regulation:  
Registered Accessibility Specialist

### Professional Affiliations

International Code Council

Texas Municipal League

### Total Years of Experience

38+

Joe Hysell has developed a portfolio of project and employment history that has facilitated his ability to provide thorough and detailed plan review services. He has worked on projects from coast to coast, ranging from high-rise structures to custom homes. He specializes in interpreting and enforcing various building codes unique to each project's location.

After receiving his bachelor of science in Environmental Design from the University of Oklahoma, Joe worked for a few firms performing various functions. In 1985 he became employed by the City of Plano as a plans examiner and has been reviewing plans ever since. Joe performs technical review of building and construction plans for compliance with City and other applicable building codes, including but not limited to: architectural, electrical, plumbing, mechanical and barrier-free accessibility disciplines.

### Select Project Experience

#### Plans Examiner

##### *Bureau Veritas North America, Inc.*

- Joe performs inspections on residential and commercial buildings, including but not limited to electrical, plumbing, mechanical, structural, on-site septic facility, back flow prevention and energy compliance

#### Plans Examiner/Supervisor

##### *C & C Engineering*

- Supervised and managed the plan review department
- Reviewed plans and specifications as submitted for permitting and construction to ensure conformance with applicable codes, ordinances and laws in effect
- Trained, coordinated, supported and supervised the division of plans examiners

#### Plans Examiner

##### *City of Plano*

- Performed plan review and inspections for residential and commercial projects

#### Plans Examiner

##### *City of Farmers Branch*

- Performed plan review and inspections for residential and commercial projects

#### Plans Examiner

##### *City of Carrollton*

- Performed plan review and inspections for residential and commercial projects



## David Chulak, Plans Examiner

### Registrations/Certifications

ICC Certified:  
Building Plans Examiner  
Residential Energy Inspector/Plans  
Examiner

David Chulak has more than 20 years of public and private industry experience providing plan review and code consulting services. Over the years, he has examined commercial and residential plans for code compliance, including marinas, multi-family structures, and hotels. He is adept at working with architects, engineers, builders, and building officials to assist them in identifying optimal solutions for a variety of issues.

### Professional Affiliations

International Code Council  
Texas Municipal League

David has also been a consultant, appearing as an expert witness in cases involving construction litigation, as well as writing legal reports for disputes in construction litigation. Additionally, David has been instrumental in code changes and developments through the International Code Council.

### Tenure at BVNA

7+

### Select Project Experience

#### Wal-Mart Supercenter

##### *Fort Stockton, Texas*

Performed plan review services for this \$7 million, 90,000 square foot project on 19 acres. Available to field superintendents, answering code related questions and assisting them with problem solving issues related to code compliance throughout the project.

#### Best Western Hotel

##### *Goliad, Texas*

Performed plan review services for this three-story, \$3 million hotel project, which consists of 38,000 square feet and 50 units. The building features a continental breakfast area, fitness room, guest laundry, and a business center. All reviews were performed in accordance with the 2006 IBC.

#### Bedford Public Library

##### *Bedford, Texas*

Handled plan review for the new \$6 million Bedford Public Library, which consists of 43,000 square feet of meeting rooms, classrooms, a dedicated story-time area, separate children's and teen areas, and a state-of-the-art computer lab.

#### Grandview Elementary School

##### *Grandview, Texas*

Conducted plan review for the new elementary school located in Grandview. The facility, encompassing approximately 85,000 square feet, consists of two classroom wings divided by administrative and core functions. Behind the administrative area are a large library, music suite, gymnasium and cafeteria. The primary academic wing includes 20 classrooms, most of which are 825 square feet, two 900 square foot computer labs, and a Life Skills Suite.



## Mary Fowler, Plans Examiner

### Education

B.S. - Architecture,

With 32 years in the construction industry, licensed by the State of Texas, and a portfolio of project experience ranging from multi-million dollar facilities to single family dwellings, Mary has become an expert in performing plan review activities in the State of Texas.

### Registrations/Certifications

Florida DBPR:  
Standard Plans Examiner

ICC Certified:  
Building Plans Examiner

Mary is well-versed in applying her technical knowledge and following proper plan review techniques to examine workmanship and materials, and detecting deviations from plans, regulations and standard construction practices. She has the ability to analyze, problem solve and ensure work is completed on schedule; and has a reputation for thorough communication and documentation skills, accurately monitoring job progress, and practical knowledge and application of the building codes.

TX Dept. of Licensing & Regulation:  
Texas Board of Architectural  
Examiners - Registered Architect

### Professional Affiliations

International Code Council  
Texas Municipal League

## Select Project Experience

### Plans Examiner

### Total Years of Experience

32+

#### *Bureau Veritas North America, Inc.*

As a plans examiner, Mary examines and approves building drawings, plans, and specifications of proposed construction and alterations/ additions to existing structures to ensure compliance with all applicable Federal, State and local codes, ordinances, and standards. She consults with developers, architects, engineers, contractors, and property owners to discuss technical requirements of plans; interpret regulations and recommend changes to correct plans to conform to the applicable codes. Additionally, she provides technical assistance to Inspectors.

### Plans Examiner

#### *City of Plano*

As a plans examiner for the City of Plano, Mary reviewed residential and commercial plans for compliance with the city's adopted building and zoning codes. She also collaborated with developers, contractors, architects, and home owners to resolve code deficiencies.

### Production Intern Architect

#### *HKS, Inc.*

During her internship with HKS, Mary was engaged in creating the construction documents for health care and other commercial facilities.

### Project Director

#### *Habitat for Humanity, Inc.*

During her internship with HKS, Mary was engaged in creating the construction documents for health care and other commercial facilities. Performed plan review and inspections for residential and commercial projects



## Eric Vinson, Fire/Life Safety Plans Examiner and Inspector

### Education

A.A., Emergency Management

Eric Vinson has more than 30 years of experience in firefighting and fire protection. He served as Fire Captain for 10 years in the City of Brownwood, as well as Fire Chief for the City of Commerce.

### Registrations/Certifications

TCFP Certified:

Master Arson Investigator

Master Fire Inspector

Master Firefighter

Fire Instructor II

Fire Officer I

Fire Officer II

Eric also has experience in the instruction of students in firefighting, as he was a Fire Recruit Instructor for Navarro College. In addition, Eric served as President two years in a row for the Tarrant County Fire Investigators Association.

### Select Project Experience

#### Village at Fairview

##### *Fairview, Texas*

Conducted full fire protection services for the Village at Fairview, a new outdoor mall and lifestyle center consisting of numerous retail shell building structures, multi-family residential apartments, stand-alone anchor retail centers, and retail tenant finish-out spaces. He worked with field superintendents and Town staff on a daily basis to ensure that all installations were in compliance with adopted codes.

### Professional Affiliations

Tarrant County Arson Task Force

Tarrant County Fire Investigators Association

Fire Protection Association of North Texas

Texas Chapter International Association of Arson Investigators

State Firemen's & Fire Marshals' Association of Texas

#### Texoma Medical Center

##### *Denison, Texas*

Conducted full fire inspections for Texoma Medical Center, a health care facility with an 8 story tower with 200 beds and a 2 story medical office building. He was also available to all field superintendents on this project, answering code related questions and assisting them with problem solving issues related to code compliance.

### Tenure at BVNA

16+

#### Yonder Inn Hotel

##### *Beeville, Texas*

### Total Years of Experience

33+

Performed fire sprinkler and fire alarm inspections and reviews for the Yonder Inn Hotel in Beeville, Texas. Eric performed the inspections from the plan reviewing through the final inspections.

#### Anytime Fitness

##### *Anna, Texas*

Performed the new sprinkler installation review on the Anytime Fitness located in Anna, Texas. The fitness center is not yet open to the public, and cost an estimated \$170,000 in construction cost. It will be located off of the South Central Expressway, and is a 24 hour fitness gym.



## Ronald Rimmer, OSSF Plan Reviewer

### Registrations/Certifications

ICC Certified:  
Residential Building Inspector  
Residential Energy Inspector/Plans Examiner  
Residential Mechanical Inspector  
Residential Plumbing Inspector  
  
Texas State Board of Plumbing Examiners:  
Plumbing Inspector  
  
State of Texas:  
TCEQ Grade C Groundwater Operator  
North Central Texas Council of Governments SWPPP

### Professional Affiliations

International Code Council (ICC)  
North Central Texas Council of Governments (NCTCOG)  
Texas Commission on Environmental Quality (TCEQ)

### Tenure at BVNA

9+

### Total Years of Experience

22+

Ronald Rimmer has over 20 years of experience with city government, first as a Public Works employee, and later as a building inspector and code enforcement officer for the Town of Pantego.

His experience encompasses construction inspection of numerous residential and commercial projects as well as public works projects, including the installation and relocation of water and sewer mains, storm sewer conveyances and the replacement of the Smith Barry Road Bridge and park pedestrian bridges as well as the park concrete walking trails.

Since joining BVNA Ronald has served as Special Projects Coordinator – Public Works. He has inspected public works projects in several municipalities including the cities of Anna, Crandall, Farmersville, Ovilla, and Van Alstyne.

Inspections include installation and or relocation of water, sanitary sewer and storm sewer conveyances and appurtenances; inspection of paving for streets and sidewalks.

### Select Project Experience

#### U.S. Hwy. 380

#### Farmersville, TX

Public Works Inspector responsible for construction inspections during the utility relocation for the Highway 380 expansion.

#### Heartland

#### Crandall, TX

Responsible for utility inspections during four phases of development for the 700 residential-lot community located within the City of Crandall's extraterritorial jurisdiction. Inspections included water, wastewater and storm sewer construction, along with sidewalk and street paving.

### Public Works Improvement Projects

#### State of Texas

Inspected storm drain jobs of various sizes and D-loads, catch basins, local depressions, decks, junction structures, parking lots, water mainline installations, water services fire hydrants, blow-offs, air-vacs, sewer installations, sewer laterals, standards manholes, metering manholes. Conducted inspections of curb and gutter, sidewalks, ADA-compliant ramps, driveway approaches, street work including: base sub grade, asphalt base course, final capping, striping and traffic loops. Additional work included inspection of traffic signal work, street light work from concrete foundations and wiring and inspection of dry utilities installations.

#### Stonebridge Veterinary Hospital of Rowlett

#### Rowlett, TX

Performed electrical inspections for the Stonebridge Veterinary Hospital. This 5,290 square foot new facility cost \$800,000.



FORMAL COST PROPOSAL SHEET 0600A CITY OF AUSTIN PERMIT PLAN REVIEW SERVICES					
ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED PRICE
Residential Plan Review					
1	Residential Plan Review including Initial Submittal and up to one Update Submittal (estimated 120 monthly)	120	PER REVIEW	\$120.00	\$14,400.00
2	Residential Plan Review Revision Submittal including up to one Update Submittal	1	PER REVISION	\$110.00	\$110.00
3	Residential Plan Review Update Submittals subsequent to the first Update Submittal	1	PER UPDATE	\$110.00	\$110.00
Commercial Plan Review					
4	Commercial Plan Review including Initial Submittal and up to one Update Submittal (estimated 30 monthly)	30	PER REVIEW	\$140.00	\$4,200.00
5	Commercial Plan Review Revision Submittal including up to one Update Submittal	1	PER REVISION	\$120.00	\$120.00
6	Commercial Plan Review second Update Submittal	1	PER REVIEW	\$120.00	\$120.00
7	Commercial Plan Review Update Submittals subsequent to the second Update Submittal	1	PER UPDATE	\$120.00	\$120.00
8	Commercial Plan Review for one discipline including Initial Submittal and up to one Update Submittal. One discipline is equal to Building, Mechanical, Electrical, Plumbing, or Energy review.	1	PER REVIEW	\$140.00	\$140.00



City of Austin  
RFP MDD0101 for Building Permit Review Services  
Tab 9 - Cost Proposal



9	Commercial Plan Review Revision Submittal for one discipline including up to one Update Submittal. One discipline is equal to Building, Mechanical, Electrical, Plumbing, or Energy review.	1	PER REVISION	\$120.00	\$120.00
10	Commercial Plan Review second Update Submittal for one discipline. One discipline is equal to Building, Mechanical, Electrical, Plumbing, or Energy review.	1	PER REVIEW	\$120.00	\$120.00
11	Commercial Plan Review Update Submittals subsequent to the second Update Submittal for one discipline. One discipline is equal to Building, Mechanical, Electrical, Plumbing, or Energy review.	1	PER UPDATE	\$120.00	\$120.00
<b>Plumbing Plan Review</b>					
12	Site Plan Plumbing Review (estimated 100 monthly)	100	PER REVIEW	\$130.00	\$13,000.00
<b>TOTAL PROPOSED PRICE:</b>					<b>\$32,560.00</b>



**CITY OF AUSTIN, TEXAS  
SECTION 0810  
NON-COLLUSION,  
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING CERTIFICATION**

The term “**Offeror**”, as used in this document, includes the individual or business entity submitting the Offer. For the purpose of this Affidavit, an Offeror includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and any person or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

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

- a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
- b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.

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

**3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract no individual, agent, representative, consultant, subcontractor, or sub-consultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.

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

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

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

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



- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$100 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that City is considering doing business with the Offeror. and
- c. does not have a family relationship with a local government officer of the City in the third degree of consanguinity or the second degree of affinity.

7. As required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/departments/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation with any solicitation responses on separate pages to be annexed hereto.

8. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

Bureau Veritas North America, Inc.  
Van Tran, Vice President of Operations

## GOAL DETERMINATION REQUEST FORM

<b>Buyer Name/Phone</b>	Matthew Duree / 512-974-6346	<b>PM Name/Phone</b>	Beth Culver 512-974-3111
<b>Sponsor/User Dept.</b>	Development Services Department & AW	<b>Sponsor Name/Phone</b>	Beth Culver 512-974-3111
<b>Solicitation No</b>	RFP MDD0101	<b>Project Name</b>	3 <sup>rd</sup> Party Plan Review Services
<b>Contract Amount</b>	\$365,000 annually for 5 years.	<b>Ad Date (if applicable)</b>	12/19/2016

### Procurement Type

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> AD – CSP                            | <input type="checkbox"/> AD – CM@R             | <input type="checkbox"/> AD – Design Build     |
| <input type="checkbox"/> AD – Design Build Op Maint          | <input type="checkbox"/> AD – JOC              | <input type="checkbox"/> IFB – Construction    |
| <input type="checkbox"/> IFB – IDIQ                          | <input type="checkbox"/> PS – Project Specific | <input type="checkbox"/> PS – Rotation List    |
| <input checked="" type="checkbox"/> Nonprofessional Services | <input type="checkbox"/> Commodities/Goods     | <input type="checkbox"/> Cooperative Agreement |
| <input type="checkbox"/> Critical Business Need              | <input type="checkbox"/> Interlocal Agreement  | <input type="checkbox"/> Ratification          |
| <input type="checkbox"/> Sole Source*                        |  |  |

### Provide Project Description\*\*

The City of Austin's Development Services Department (DSD) and Austin Water (AW) professional permitting review services.

**Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.**

Previous solicitation - RFQ 01112016PS

**List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)**

96109 - Building Permit Services

Matthew Duree	12/6/2016
---------------	-----------

<b>Buyer Confirmation</b>	<b>Date</b>
---------------------------	-------------

\* Sole Source must include Certificate of Exemption

\*\*Project Description not required for Sole Source

### FOR SMBR USE ONLY

<b>Date Received</b>	12/8/2016	<b>Date Assigned to BDC</b>	12/8/2016
<b>In accordance with Chapter2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:</b>			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

## GOAL DETERMINATION REQUEST FORM

**This determination is based upon the following:**

- |  |   |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs       | <input type="checkbox"/> No availability of M/WBEs                  |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs         | <input type="checkbox"/> Sufficient subcontracting opportunities    |
| <input type="checkbox"/> Sole Source                               | <input type="checkbox"/> Other                                      |

*If Other was selected, provide reasoning:*

### MBE/WBE/DBE Availability

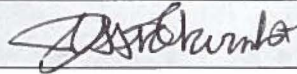
There are 6 MBE and 9 WBE firms that could bid as Prime.

### Subcontracting Opportunities Identified

There are no subcontracting opportunities.

Jessica Oberembt

SMBR Staff



Signature/ Date

12/08/16

SMBR Director or Designee



Date

12/8/14

Returned to/ Date:

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Bureau Veritas North America  
Plano, TX United States

Certificate Number:  
2017-287008

Date Filed:  
11/27/2017

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Austin

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

NA170000214  
Plan review contracting services.

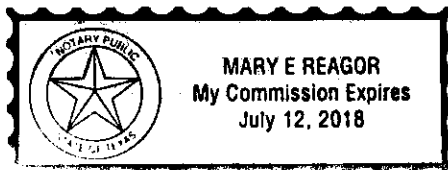
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



### 6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

Bradford H. Huffaker  
Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said Bradford Huffaker, this the 27 day of November  
2017, to certify which, witness my hand and seal of office.

Mary E. Reagor  
Signature of officer administering oath

Mary E. Reagor  
Printed name of officer administering oath

Office Manager  
Title of officer administering oath



## GOAL DETERMINATION REQUEST FORM

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Matthew Duree		12/6/2016	
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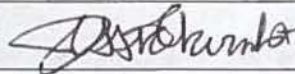
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