



CONSULTANT PERFORMANCE EVALUATION
 Contract Management Department
 City of Austin, Texas

I - Contract / Project Data

| | |
|---|-------------------------------|
| Project Name: | |
| CIP ID Number: | |
| Contract Number (CT or DO): | |
| Rotation List (Y=Yes)/Name of RL: | |
| Project Type [<i>Architectural</i> (inc. Space planning, Start-up, LEED commissioning); <i>Planning</i> (Studies/Reports, Urban Planning); <i>Surveying</i> ; <i>Engineering</i> (Disciplines are: <i>MEP</i> , <i>Geotechnical</i> , <i>SUE Services</i> , <i>Structural</i> , <i>Gen. Civil</i> , <i>Environmental</i> (HAZMAT, etc.), <i>Water & Wastewater</i> (Lines/Facilities), <i>Tunneling</i> , <i>Transportation</i> (Signals/Sidewalks/Bikeways/Trails), <i>Drainage</i>)] | |
| Project Type & Discipline (enter here): | |
| Consultant: (Name of Firm) | |
| Address: (Mailing Address per contract Section 11.7 Notices) | |
| Project Manager: (Name & email address) | |
| Principal: (Name & email address) | |
| City of Austin | |
| Project Manager: (Name & Dept.) | |
| Initial Contract Amount: | Final Contract Amount: |
| Original Contract Time: (Duration) | Final Contract Time: |

II - Performance Evaluation Summary

(Preliminary, Design thru Bid/Award Phases)

| Evaluation Measures / Criteria | Maximum Score | Consultant's |
|---|---------------|--------------|
| 1. Timeliness of Performance | 1 | 0 |
| Preliminary Design, Design and/or Bid/Award Phases of the project were completed on time per the Professional Services Agreement (PSA) and authorized amendments. | | |
| 2. Budget / Cost Control | 1 | 0 |
| The Consultant provided interim construction estimates / Opinions of Probable Cost to verify that the Project is within the Fixed Construction Budget as required in the Professional Services Agreement (PSA). | | |
| 3. Quality of Work Performed | 2 | 0 |
| a) Consultant performed services with the degree of skill and diligence normally practiced by professional engineers, architects or consultants performing the same or similar work. | | |
| b) There were no delays in this/these phase(s) of the project due to issues within the Consultant's responsibility and control. | | |
| 4. Invoicing and Payments | 1 | 0 |
| Applications for payment were accurate and complete, inclusive of all required attachments and backup data, and submitted on a timely basis reflective to the contract requirements, and prime consultant paid each subconsultant its appropriate share of payments no later than fourteen (14) calendar days after receipt of payment from City. | | |
| 5. Compliance with Minority and Women Owned Business Procurement Program | 2 | 0 |
| a) The Consultant utilized the subconsultants identified to perform work during the Preliminary, Design and/or Bid/Award phases. | | |
| b) During the Preliminary, Design and/or Bid/Award phase(s); the Consultant complied with the City's MBE/WBE Procurement Program requirements, including but not limited to the requirements associated with post-award changes. | | |
| 6. Deliverables | 2 | 0 |
| a) Consultant's deliverables met the criteria and requirements established in the contract. | | |
| b) Resolution of significant issues were documented by the Consultant in writing; not just verbally. | | |
| 7. Regulatory Compliance and Permitting (Health, Safety & Welfare, ADA/TDLR, Sustainability, Environmental Protection, etc.) | 1 | 0 |
| The Consultant's design met all applicable laws, regulatory and permitting requirements for the project/contract. | | |
| Total Score | 10 | 0 |

Note: All evaluation criteria are subject to Probation, Suspension, and Debarment action for failure to adhere to stipulations of the contract.

Comments: *[Please notate any specific information used in determining performance level per Evaluation Criteria]*



PLEASE NOTE: CONTRACT REFERENCES IN THIS DOCUMENT ARE NOT INTENDED, AND SHOULD IN NO MANNER, PRE-EMPT OR TAKE THE PLACE OF, THE CURRENT PSA AGREEMENT. PLEASE REFER TO THE PSA AGREEMENT FOR SPECIFIC STIPULATIONS.

| | |
|--|---------------|
| Project Manager (Signature/Date) | _____ / _____ |
| Project Manager's Supervisor (Signature/Date) | _____ / _____ |
| Project Sponsor (Signature/Date) | _____ / _____ |

Consultant Evaluation Worksheet - Preliminary, Design thru Bid/Award Phases

| | |
|-----------------------------------|---|
| Project Name: | 0 |
| CIPID #: | 0 |
| Contract # (CT or MA/DO): | 0 |
| Consultant (Name of Firm): | 0 |

***Note: For evaluation criteria that is "Not Applicable (N/A)" to project, type "N/A" in "Yes or N/A" column, 1 pt.; for "Yes," and "No" responses, type "X" in appropriate column.*

| Evaluation Criteria | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|--|-------------------------|----------------|--------------------|-------|
| <div style="display: flex; align-items: center;"> <div style="background-color: yellow; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 10px;">1</div> <div> <p>Timeliness of Performance</p> <p><i>(This section evaluates the Consultant's performance with regard to adhering to contract timelines and schedules. The City of Austin's (COA) Professional Services Agreements (PSA) require Consultants complete the phases of services according to the approved schedule and meet all milestones requirements specified in the Project Resource Allocation Plan (RAP)). [PSA Section 1.4 Basic Services (Arch/Eng) & Section 4 Resource Allocation Plan (RAP)]</i></p> <p>Please note: At no time should issues attributable to the Consultant be misconstrued as attributable to the City of Austin</p> </div> </div> | | | | |
| <p><u>Evaluation Measure(s) / Criteria:</u></p> | | | | |
| <p>(1 Point) Preliminary Design, Design and/or Bid/Award Phases of the project were completed on time per the Professional Services Agreement (PSA) and authorized amendments.</p> | | | PM | |
| <p>An affirmative answer requires the Consultant successfully performed all applicable contract requirements associated with timeliness, including but not limited to:</p> <ul style="list-style-type: none"> ■ For all Phase(s) services, the Consultant followed the approved schedule and met milestone requirements specified in the project Resource Allocation Plan (RAP) [PSA Section 1.4] ■ Phase(s) Completion achieved in the approved Contract Time as adjusted | | | | |
| <div style="display: flex; align-items: center;"> <div style="background-color: yellow; border-radius: 50%; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-right: 10px;">2</div> <div> <p>Budget / Cost Control</p> <p><i>(This section evaluates the Consultant's ability to design a project that can be constructed within the Fixed Construction Budget as established in the Professional Services Agreement and authorized amendments.) [PSA Section 1.3.4 QCP & 1.4 Basic Service, Arch/Eng]</i></p> </div> </div> | | | | |
| <p><u>Evaluation Measure(s) / Criteria:</u></p> | | | | |
| <p>(1 Point) The Consultant provided interim construction estimates / Opinions of Probable Cost to verify that the Project is within the Fixed Construction Budget as required in the Professional Services Agreement (PSA). [PSA 1.3.4]</p> | | | PM | |
| <p>Besides submittal of the estimates, an affirmative answer also requires the Consultant successfully performed all other applicable contract requirements associated with interim budget/cost control, including but not limited to:</p> <ul style="list-style-type: none"> ■ Consultant prepared a preliminary construction schedule and Class C estimate (with a margin of error of 25%) of the probable project construction, life cycle and maintenance costs for all alternative solutions. (Requirements for ARCHITECTURAL PROJECTS: Preliminary/Program Class D 40% margin of error, and Schematic Class C 25 % margin of error) [PSA Section 1.4.1 Preliminary Phase Services] ■ Upon completion of detailed specifications and plans: Consultant updated the construction cost estimates of authorized project construction. The updated cost estimate should be a Class B Estimate (with a margin of error of 10%) (Requirements for ARCHITECTURAL PROJECTS: Design Development Class B 10% margin of error) [PSA Section 1.4.2 Design Phase Services] | | | | |

| Evaluation Criteria | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|--|-------------------------|----------------|--|-------|
| <ul style="list-style-type: none"> Upon submittal of Final Bid documents which incorporate the Owner's comments (14 calendar days prior to advertising for bids): Consultant updated the construction cost estimates of authorized project construction. The updated cost estimate should be a Class A Estimate (with a margin of error of 5%) (Requirements for ARCHITECTURAL PROJECTS: Construction Documents 5% margin of error) [PSA Section 1.4.2 Design Phase Services] | | | | |
| <p>3 Quality of Work Performed <i>(This section evaluates the Consultant's performance with regard to adhering to contracted quality assurance-quality control and constructability reviews' requirements. City contracts require Consultants perform services with the degree of skill and diligence normally practiced by professional engineers, architects, or consultants performing the same or similar work. Consultants are also required to submit a Quality Control Plan (QCP) work plan and perform reviews at intervals specified in the QCP to ensure plans, specifications and drawings satisfy accepted quality standards and meet the requirements of the Project scope [PSA Sections 1.3 Quality Control Plan (QCP), 1.1 Performance of Services, 1.4 Basic Services, Attachment 3 or 4 QCP, and approved QCP work plan described in Attachment 3 or 4 that was incorporated into the contract by reference]</i></p> | | | | |
| <p><u>Evaluation Measure(s) / Criteria:</u></p> <p>(1 Point) Consultant performed services with the degree of skill and diligence normally practiced by professional engineers, architects or consultants performing the same or similar work. [PSA 1.1]</p> | | | PM & PWD Quality & Standards Division | |
| <p>An affirmative answer requires the consultant successfully performed all contract requirements associated with quality and the QCP including but not limited to:</p> <ul style="list-style-type: none"> A QCP was submitted to the Owner for approval within 14 calendar days after the Owner's issuance of a Notice to Proceed (NTP) [PSA Section 1.3.1] Issues attributable to the Consultant (not the City of Austin), such as effective management of subconsultants to meet all deadlines Consultant conducted site inspections and became familiar with existing conditions Consultant staff member(s) not involved in the day-to-day project tasks performed reviews at intervals specified in the QCP [PSA Section 1.3.1 & 1.3.2] Consultant provided all reports / documentation required by the QCP Consultant addressed any QCP comments from the Owner and provided resolution to the Owner's satisfaction [PSA Section 1.3.1] The person performing the QCP reviews certified, sealed and attested that the final construction bid documents have been drafted in full compliance with the QCP [PSA Section 1.3.2] Based on the findings of the QCP reviews, the Consultant reconciled the project scope and budget as needed [PSA Section 1.3.3] Documentation was included that verifies interdisciplinary coordination has occurred [PSA Section 1.3.3] Consultant performed constructability reviews to ensure the project is buildable, as well as cost effective, biddable and maintainable [PSA Section 1.3.4] Certification/Statement of compliance with QCP signed by the Project Design Team (PDT), the Independent Technical Review Team (ITRT), and the Principal (or other executive level official) of the consultant [PSA Attachment 3 or 4 QCP – Quality Control Plan (QCP)] Consultant submitted Final Bid Documents, which incorporate the Owner's comments at least fourteen (14) calendar days prior to advertising the Project for bids [PSA Section 1.4.2] | | | | |
| <p>(1 Point) There were no delays in this/these phase(s) of the project due to issues within the Consultant's responsibility and control. [PSA Section 4 - Resource Allocation Plan (RAP) and PSA Attachment 3 or 4 - Quality Control Plan (QCP), Schedule Section]</p> | | | PM & PWD Quality & Standards Division | |

| Evaluation Criteria | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|--|-------------------------|----------------|--|-------|
| <p>An affirmative answer requires the consultant successfully performed all contract requirements associated with quality and the QCP in a timely manner, including but not limited to:</p> <ul style="list-style-type: none"> ■ Consultant submitted timely and appropriate written requests for extensions, as well as provided resubmittals in a timely manner [PSA Section 4.4] ■ The QCP measures specified by the consultant were accurately tracked to avoid schedule delays [PSA Attachment 3 or 4, QCP - Schedule Section] | | | | |
| <p>4 Invoicing and Payments <i>(This section evaluates the Consultant's performance with regard to submission of accurate and complete payment applications; prompt payment of subconsultants at all levels, and adherence to contract requirements associated with compensation. [Reference PSA Section 5 Compensation, Tx. Govt. Code, Sec. 2251.022])</i></p> | | | | |
| <p><u>Evaluation Measure(s) / Criteria:</u></p> | | | | |
| <p>(1 point) Applications for payment were accurate and complete, inclusive of all required attachments and backup data, and submitted on a timely basis reflective to the contract requirements [PSA Sections 5 Compensation and 5.1.7 Payment Applications, Cost Plus Fixed Fee / Loaded Hourly Rate] and Consultant paid each subconsultant its appropriate share of payments not later than ten (10) days after receipt of payment from the City. [Texas Govt. Code, Title 10 - Ch. 2251, Sec. 2251.022]</p> | | | <p>PM & PWD Accounts Payable, Complaints to PM</p> | |
| <p>An "accurate and complete payment application" means: [PSA Section 5.1.7 Payment Applications]</p> <ul style="list-style-type: none"> ■ Critical figures included on the payment application have been accurately calculated. ■ Labor rates, reimbursables, fixed fee, subconsultant's rates, overhead and fringe benefits listed on the payment application are consistent with the terms of the PSA or the most recent Supplemental Amendment. ■ Charges included on the payment application reflect activity for which the Consultant has actually performed work. ■ Charges included on the payment application are for work included in the PSA or an amendment, and the charges are tied directly to tasks outlined in the PSA. ■ For subconsultant activity, the subconsultant is recognized as an approved subconsultant in the approved MBE/WBE compliance plan for the PSA or amendment. ■ For subconsultant activity, the subconsultant approved for a specific discipline is being used/ paid when the work in that discipline is performed. ■ That subconsultant or subcontractor activity on federally funded projects is being reimbursed at invoice cost. ■ That any reimbursable expenses claimed are permitted by the terms of the PSA. ■ That for any allowed reimbursable expense, supporting documentation is attached to the invoice. ■ That the Consultant is billing the City for all work performed by both the Consultant and subconsultants within 45 calendar days of when the work was performed. <p>An affirmative answer requires the Consultant successfully performed all applicable requirements associated with payments to subconsultants, including but not limited to: [PSA Section 5.3.3.2]</p> <ul style="list-style-type: none"> ■ Consultant submitted a monthly Subcontract (SubK) Supplier Awards Expenditure Report with verification of prompt payment to subconsultants at all levels | | | | |

| Evaluation Criteria | | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|---------------------|--|-------------------------|----------------|--------------------|-------|
| 5 | Compliance with Minority and Women Owned Business Procurement Program <i>(This section evaluates the Consultant's compliance with the Austin City Code Chapter 2-9B MBE/WBE Procurement Program - Professional Services)</i> | | | | |
| | <u>Evaluation Measure(s) / Criteria:</u> | | | | |
| | (1 point) The Consultant utilized the subconsultants identified to perform work during the Preliminary, Design and/or Bid/Award phases. An affirmative answer requires the consultant successfully performed all contract requirements associated with the MBE/WBE Procurement Program including but not limited to: <ul style="list-style-type: none"> ■ Consultant presented a written schedule of when the MBE/WBE subconsultants shall be utilized on the project [Austin City Code Chapter 2-9B-22 Post Award Compliance Procedures] ■ Consultant provided subconsultant payment information with each request for payment submitted to the City [Austin City Code Chapter 2-9B-22 Post Award Compliance Procedures] | | | PM & SMBR | |
| 6 | Deliverables <i>(This section evaluates the Consultant's ability to perform the basic services as outlined in the contract. A project should have met programmatic requirements as well as completeness requirements. [PSA Section 1.4 Basic Services, Arch/Eng])</i> | | | | |
| | (1 point) Consultant's deliverables met the criteria and requirements established in the contract. An affirmative answer requires the consultant submitted all contract deliverables according to the contract timelines and without adversely impacting the project schedule. Deliverables may include: <ul style="list-style-type: none"> ■ Updated schedule(s) and Resource Allocation Plan (RAP) ■ Work schedule that includes when the MBE/WBE subconsultants shall be utilized on the project ■ Consultant provided the City all issues analyses from later phases [PSA Attachment 3 or 4 – Quality Control Plan (QCP)] ■ Monthly subcontract awards and expenditures report to the City's project manager or contract manager no later than the tenth (10th) day of the month in the format provided by the City [MBE/WBE Procurement Program Rules Section 10.1 Verification of Compliance] ■ Consultant provided a written status report of implementation of Council Resolution 20071129-045.- incorporation of sustainable principles and elements in accordance with the LEED Green Building rating System, when applicable [PSA 1.1.13] | | | PM | |

| Evaluation Criteria | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|---|-------------------------|----------------|--------------------|-------|
| <ul style="list-style-type: none"> ■ For LEED projects, consultant used an integrated design approach, where evaluation of any project element, material or system is not viewed solely on the basis of its own isolated merit, but is designed and then appraised as an integrated part of the entire project. [PSA 1.1.13] <p><u>FOR ENGINEERING PROJECTS:</u></p> <ul style="list-style-type: none"> ■ Preliminary Cultural Resources Assessment [PSA Section 1.4.1.2] ■ Project alternatives in sufficient detail to clearly indicate the problems involved and reasonable solutions available to the Owner (May include, but are not limited to: preliminary layouts, maps, exhibits, sketches, construction materials and methods evaluations, schedules, utility coordination plans, design criteria, environmental reviews, compatibility with existing and proposed systems and/or processes, and other investigations pertinent to the evaluation of the project alternatives) [PSA 1.4.1.3] ■ Pertinent information concerning proposed or private projects and/or proposed improvements in the project area – for coordination purposes [PSA 1.4.1.4] ■ Preliminary construction schedule and Class C estimate (with a margin of error of 25%) [PSA 1.4.1.5] ■ Environmental report for the recommended alternatives (May include, but are not limited to: impacts to air, noise and water quality, historical features, vegetation, environmental and geological features, and endangered species) [PSA 1.4.1.7] ■ Geotechnical & technical report(s) (May include, but are not limited to: Subsurface Utility Engineering (SUE) findings, delineation of geologically sensitive areas, hydrologic issues, soils formation, and information necessary to identify contractor’s probable or recommended means of construction) [PSA Section 1.4.1.2 and 1.4.1.8] ■ Preliminary Engineering and Investigations Report (May include, but are not limited to: cost estimates, alternate routes, identification of permanent and temporary easements, identification of need for additional ROW, evaluations of and recommendations for construction methods and materials, including recommendations on the number of construction projects to be bid and design and construction phase schedules) [PSA Section 1.4.1.9] ■ Field surveys [PSA 1.4.2.3] (*Project control must be complete and stakes in the field at the time of advertisement for bid so that construction staking can be accomplished immediately thereafter) ■ Storm Water Pollution Plan (SWPPP) using the standard City template- signed & sealed by a professional Engineer and/or Certified Professional in Erosion and Sedimentation Control (CPESC) as appropriate [PSA 1.4.2.4] ■ Detailed specifications using the Owner’s standard specifications [PSA 1.4.2.5] | | | | |

| Evaluation Criteria | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|---|-------------------------|----------------|--------------------|-------|
| <ul style="list-style-type: none"> ■ Any revisions or special provisions to the specification- for Owner's written approval [PSA 1.4.2.5] ■ Construction contract drawings. At a minimum the drawings shall include plan views, sections and details clearly defining and describing the improvements, limits of work and storage areas, sequencing requirements, access routes, environmental protection requirements, and contractor staging and storage areas [PSA 1.4.2.5] ■ Updated construction cost estimates: (Class A estimate w/ a margin of error of 5%) [PSA Section 1.4.2.11] ■ Information for any special permits or approvals required by regulatory agencies for which the Owner must apply. [PSA Section 1.4.2.8] ■ Austin Water Utility asset forms [PSA 1.4.2.12] (These forms and information shall be provided to the Owner prior to bidding): <ul style="list-style-type: none"> A list of all new taggable assets to be installed or delivered as part of the project, and information regarding replacement assets put into service as a result of the project ■ Asset Retirement Request Form(s) to document all AWU assets (including equipment, computers, pipeline and pipeline appurtenances, etc) that will be removed, abandoned or retired from service as part of the project | | | | |

| Evaluation Criteria | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|---|-------------------------|----------------|--------------------|-------|
| <p><u>FOR ARCHITECTURAL PROJECTS:</u></p> <ul style="list-style-type: none"> ■ Architectural Design Program Narrative [PSA Section 1.4.1.1] ■ Schematic Design Documents consisting of site plan, architectural floor plans, building sections, exterior elevations, mechanical/electrical floor plans, subconsultants' schematic drawings, description of project components, and Opinion of Probable Construction Cost (Class C cost estimate with a margin of error of 25%) [PSA Section 1.4.2.1.1] ■ Preliminary specifications [PSA Section 1.4.2.1.2] ■ Preliminary checklist of items related to LEED goals for the project, if applicable [PSA Section 1.4.2.1.3] ■ Color board for the Owner's review and approval that clearly illustrates the Consultant's recommended color scheme. [PSA 1.1.12] ■ Design Development Documents [PSA Section 1.4.2.2.1] ■ Building energy calculations (lighting, HVAC, building envelop, etc) [PSA Section 1.4.2.2.2 & 1.4.2.3.4] ■ Detailed specifications. For horizontal construction and work in the ROW using the City of Austin's Standard Specifications and submittal for written approval of revisions or special provisions to the standard specification. For vertical construction elements using MasterSpec or CSI [PSA Section 1.4.2.2.3] ■ Updated opinion of Probable Cost (Class B estimate w/ a margin of error of 10%) [PSA Section 1.4.2.2.4] ■ Storm Water Pollution Prevention Plan (SWPPP)using the standard City template [PSA Section 1.4.2.2.5] ■ Construction documents for Owner review and resubmittal of corrected comments response to comments [PSA Section 1.4.2.3.1] ■ Texas Dept of Licensing reports and variance(s) requests [PSA Section 1.4.2.3.3] ■ Final Bid Documents which incorporate the Owner's comments at least fourteen (14) calendar days prior to advertising the project for bids [PSA Section 1.4.2.3.8] | | | | |

| Evaluation Criteria | | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|---|---|-------------------------|----------------|--|----------|
| (1 point) | <p>Resolution of significant issues were documented by the Consultant in writing; not just verbally.</p> <p>An affirmative answer requires the consultant documented resolution of issues and successfully performed contract requirements including but not limited to:</p> <ul style="list-style-type: none"> ■ Consultant attended and drafted minutes of each project meeting between Consultant and Owner and/or Consultant and other agencies [PSA 1.1.8] ■ Consultant submitted minutes to the Owner for approval within seven (7) calendar days after each project conference [PSA 1.1.8] | | | PM | |
| 7 | <p>Regulatory Compliance and Permitting (Health, Safety & Welfare, ADA/TDLR, Sustainability, Environmental Protection, etc.) (This section evaluates the Consultant's performance with regards to regulatory compliance. The Consultant must design for compliance with the applicable rules, and regulations of City, State and federal governments. The Consultant must request variances or waivers of any such requirements as appropriate.) [Reference PSA Section 1.1 Consultants Responsibilities, Section 1.4 Basic Services (Arch/Eng), etc.]</p> | | | | |
| (1 point) | <p>The Consultant's design met all applicable laws, regulatory and permitting requirements for the project/contract.</p> <p>An affirmative answer requires the consultant successfully performed all contract requirements including but not limited to:</p> <ul style="list-style-type: none"> ■ The Consultant's design complied with the applicable rules, and regulations of City, State and federal governments. The Consultant requested variances or waivers of any such requirements as appropriate. [PSA Section 1.4.2] ■ Consultant prepared a Storm Water Pollution Plan (SWPPP) using the standard City template [PSA Section 1.4.2] ■ Consultant prepared information for any special permits or approvals required by regulatory agencies for which the Owner must apply. [PSA Section 1.4.2.8] ■ Consultant prepared and submitted all appropriate permit applications and supporting drawings, and other documents in the name of the City to utility companies and providers and governmental authorities having jurisdiction over the project. [PSA Section 1.1.9] ■ Consultant obtained all approvals and all development and building permits necessary to complete the project [PSA Section 1.1.9] ■ Consultant incorporated sustainable principles and elements in accordance with the Leadership in Energy and Environmental Design (LEED) Green Building rating System as outlined in Council Resolution 20071129-045, as required [PSA 1.1.13] ■ The consultant designed barrier-free buildings and facilities in accordance with the American with Disabilities Act, Texas Accessibility Standards, and all applicable laws and regulations [PSA Section 1.4.2] | | | PM & PWD Quality & Standards Division | |
| Total | | | | | 0 |
| <p>**Note: For evaluation criteria that is "Not Applicable (N/A)" to project, type "N/A" in "Yes or N/A" column, 1 pt.; for "Yes," and "No" responses, type "X" in appropriate column.</p> | | | | | |

| Evaluation Criteria | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|---------------------|-------------------------|----------------|--------------------|-------|
|---------------------|-------------------------|----------------|--------------------|-------|

If any answer is "NO", or any additional details are needed to support responses, provide explanation below.
 Supporting documentation will be required (attach additional pages as necessary).
 Comments:

****** Note: References shown are based on current contract templates. General areas of interest may be located in other sections of the contract. This document represents the evaluation of the totality of performance.**

Evaluation Performed by:

| | |
|--------------------------------|--|
| (Signature) : | |
| (Printed Name, Title & Date) : | |

Please return final evaluation to:

Contract Management Department
 505 Barton Springs Road, Suite #1045
 Austin, Texas 78704



CONSULTANT PERFORMANCE EVALUATION
Contract Management Department
City of Austin, Texas

I - Contract / Project Data

| | |
|--|-------------------------------|
| Project Name: | |
| CIP ID Number: | |
| Contract Number (CT or DO): | |
| Rotation List (Y=Yes)/Name of RL: | |
| Project Type: [<i>Architectural</i> (inc. Space planning, Start-up, LEED commissioning); <i>Planning</i> (Studies/Reports, Urban Planning); <i>Surveying</i> ; <i>Engineering</i> (Disciplines: MEP, Geotechnical, SUE Services, Structural, Gen. Civil, Environmental (HAZMAT, etc.), Water & Wastewater (Lines/Facilities), Tunneling, Transportation (Signals/Sidewalks/Bikeways/Trails), Drainage)] | |
| Project Type & Discipline (enter here): | |
| Consultant: (Name of Firm) | |
| Address: (Mailing Address per contract Section 11.7 Notices) | |
| Project Manager: (Name & email address) | |
| Principal: (Name & email address) | |
| City of Austin | |
| Project Manager: (Name & Dept.) | |
| Initial Contract Amount: | Final Contract Amount: |
| Original Contract Time: (Duration) | Final Contract Time: |

II - Performance Evaluation Summary

| (Construction Phase) | | |
|--|----------------------|---------------------|
| Evaluation Measures / Criteria | Maximum Score | Consultant's |
| 1. Timeliness of Performance | 2 | 0 |
| a) The Consultant responded within seven (7) calendar days to all requests of information, claims, disputes, and other matters in question between the Owner and the Contractor relating to the execution or progress of the work or the interpretation of the construction documents. | | |
| b) There were no delays in this phase of the project due to issues within the Consultant's responsibility and control. | | |
| 2. Budget / Cost Control | 1 | 0 |
| The total dollar value of Change Orders (COs) - excluding additional scope requested by the Owner was equal or less than 5% of the construction contract amount. | | |
| 3. Quality of Work Performed | 1 | 0 |
| There were no Change Orders (COs) as the result of error(s) and/or omission(s) by the Consultant. | | |
| 4. Invoicing and Payments | 1 | 0 |
| Applications for payment were accurate and complete, inclusive of all required attachments and backup data, and submitted on a timely basis reflective to the contract requirements, and Prime Consultant paid each subconsultant its appropriate share of payments not later than fourteen (14) calendar days after receipt of payment from the City. | | |
| 5. Compliance with Minority and Women Owned Business Procurement Program | 2 | 0 |
| a) During the Construction Phase, the Consultant complied with the City's MBE/WBE Procurement Program requirements, including but not limited to, the requirements associated with post-award changes. | | |
| b) The Consultant fulfilled the contracted Goals or Subgoals, taking into account all approved substitutions, terminations, and changes to the Consultant's scope of work. | | |
| 6. Deliverables | 2 | 0 |
| a) Consultant's deliverables met the criteria and requirements established in the contract. | | |
| b) Resolution of significant issues were documented by the Consultant in writing; not just verbally. | | |
| 7. Regulatory Compliance and Permitting (Health, Safety & Welfare, ADA/TDLR, Sustainability, Environmental Protection, etc.) | 1 | 0 |
| The Consultant's design met all applicable laws, regulatory and permitting requirements for the project/contract. | | |
| Total Score | 10 | 0 |

Note: All evaluation criteria are subject to Probation, Suspension, and Debarment action for failure to adhere to stipulations of the contract.

Comments: *[Please notate any specific information used in determining performance level per Evaluation Criteria]*



PLEASE NOTE: CONTRACT REFERENCES IN THIS DOCUMENT ARE NOT INTENDED, AND SHOULD IN NO MANNER, PRE-EMPT OR TAKE THE PLACE OF, THE CURRENT PSA AGREEMENT. PLEASE REFER TO THE PSA AGREEMENT FOR SPECIFIC STIPULATIONS.

| | |
|--|---------------|
| Project Manager (Signature/Date) | _____ / _____ |
| Project Manager's Supervisor (Signature/Date) | _____ / _____ |
| Project Sponsor (Signature/Date) | _____ / _____ |

Consultant Evaluation Worksheet - Construction Phase

| | |
|----------------------------|---|
| Project Name: | 0 |
| CIPID #: | 0 |
| Contract # (CT or MA/DO): | 0 |
| Consultant (Name of Firm): | 0 |

****Note:** For evaluation criteria that is "Not Applicable (N/A)" to project, type "N/A" in "Yes or N/A" column, 1 pt.; for "Yes," and "No" responses, type "X" in appropriate column.

| Evaluation Criteria | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|--|-------------------------|----------------|----------------------|-------|
| 1 Timeliness of Performance <i>(This section evaluates the Consultant's performance with regard to adhering to contract timelines and schedules. The City of Austin's (COA) Professional Services Agreements (PSA).</i> | | | | |
| <u>Evaluation Measure(s) / Criteria:</u> | | | | |
| (1 Point) The Consultant responded within seven (7) calendar days to all requests for information, claims, disputes, and other matters in question between the Owner and the Contractor relating to the execution or progress of the work or the interpretation of the construction documents. <i>IPSA 1.4.4. Arch/Encl</i> | | | PM & PWD CID | |
| (1 Point) There were no delays in this phase of the project due to issues within the Consultant's responsibility and control. | | | PM & PWD CID | |
| 2 Budget / Cost Control <i>(This section evaluates the Consultant's ability to design a project that can be constructed within the Fixed Construction Budget as established in the Professional Services Agreement and authorized amendments.) [PSA Section 1.3.4 QCP & 1.4 Basic Service, 1.4.4, Arch/Eng].</i> | | | | |
| <u>Evaluation Measure(s) / Criteria:</u> | | | | |
| (1 Point) The total dollar value of Change Orders (COs) -excluding additional scope requested by the Owner- was equal or less than 5% of the Construction Contract Amount. | | | PM, PWD CID & CMD | |
| 3 Quality of Work Performed <i>(This section evaluates the Consultant's performance with regard to adhering to contracted quality assurance-quality control and constructability reviews' requirements. City contracts require Consultants perform services with the degree of skill and diligence normally practiced by professional engineers, architects, or consultants performing the same or similar work. Consultants are also required to submit a Quality Control Plan (QCP) work plan and perform reviews at intervals specified in the QCP to ensure plans, specifications and drawings satisfy accepted quality standards and meet the requirements of the Project scope [PSA Sections 1.3 Quality Control Plan (QCP), 1.1 Performance of Services, 1.4 Basic Services, Attachment 3 or 4 QCP, and approved QCP work plan described in Attachment 3 or 4 that was incorporated into the contract by reference].</i> | | | | |
| <u>Evaluation Measure(s) / Criteria:</u> | | | | |
| (1 Point) There were no Change Orders (COs) as the result of errors and/or omissions by the Consultant. | | | PM, PWD CID & CMD | |
| 4 Invoicing and Payments <i>(This section evaluates the Consultant's performance with regard to submission of accurate and complete payment applications; prompt payment of subconsultants at all levels, and adherence to contract requirements associated with compensation. [Reference PSA Section 5 Compensation, Tx. Govt. Code Sec. 2251.022].</i> | | | | |
| <u>Evaluation Measure(s) / Criteria:</u> | | | | |

| Evaluation Criteria | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|--|-------------------------|----------------|---|-------|
| <p>(1 point) Applications for payment were accurate and complete, inclusive of all required attachments and backup data, and submitted on a timely basis reflective to the contract requirements [PSA Sections 5 Compensation and 5.1.7 Payment Applications, Cost Plus Fixed Fee / Loaded Hourly Rate] and Prime Consultant paid each subconsultant its appropriate share of payments not later than ten (10) days after receipt of payment from the City. [Texas Govt. Code, Title 10 - Ch. 2251, Sec. 2251.022]</p> <p>An "accurate and complete payment application" means:</p> <ul style="list-style-type: none"> ■ Critical figures included on the payment application have been accurately calculated ■ Labor rates, reimbursables, fixed fee, subconsultant's rates, overhead and fringe benefits listed on the payment application are consistent with the terms of the PSA or the most recent Supplemental Amendment ■ Charges included on the payment application reflect activity for which the Consultant has actually performed work ■ Charges included on the payment application are for work included in the PSA or an amendment, and the charges are tied directly to tasks outlined in the PSA ■ For subconsultant activity, the subconsultant is recognized as an approved sub-consultant in the approved MBE/WBE compliance plan for the PSA or amendment ■ For subconsultant activity, the subconsultant approved for a specific discipline is being used/ paid when the work in that discipline is performed ■ That subconsultant or subcontractor activity on federally funded projects is being reimbursed at invoice cost ■ That any reimbursable expenses claimed are permitted by the terms of the PSA ■ That for any allowed reimbursable expense, supporting documentation is attached to the invoice ■ That the Consultant is billing the City for all work performed by both the Consultant and subconsultants within 45 calendar days of when the work was performed <p>An affirmative answer requires the Consultant successfully performed all applicable requirements associated with payments to subconsultants, including but not limited to:</p> <ul style="list-style-type: none"> ■ Consultant submitted a monthly Subcontract (SubK) Supplier Awards Expenditure Report with verification of prompt payment to subconsultants at all levels | | | PM & PWD Accounts Payable, Complaints to PM | |
| <p>5 Compliance with Minority and Women Owned Business Procurement Program <i>(This section evaluates the Consultant's compliance with the Austin City Code Chapter 2-9B MBE/WBE Procurement Program - Professional Services)</i></p> <p><u>Evaluation Measure(s) / Criteria:</u></p> | | | | |
| <p>(1 point) During the Construction Phase, the Consultant complied with the MBE/WBE Procurement Program requirements; including but not limited to the utilization of subconsultants identified to perform work and adherence to requirements associated with post-award changes.</p> <p>An affirmative answer requires the consultant successfully performed all contract requirements associated with the MBE/WBE Procurement Program including but not limited to:</p> | | | PM & SMBR | |

| Evaluation Criteria | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|---|-------------------------|----------------|--------------------|-------|
| <ul style="list-style-type: none"> ■ Consultant presented a written schedule of when the MBE/WBE subconsultants shall be utilized on the project [Austin City Code Chapter 2-9B-22 Post Award Compliance Procedures] ■ Consultant provided subconsultant payment information with each request for payment submitted to the City [Austin City Code Chapter 2-9B-22 Post Award Compliance Procedures] ■ Consultant secured SMBR Director's written approval prior to making changes to the compliance plan that includes additions, deletions, contract changes and/or substitution of a subconsultant listed in the compliance plan. [Austin City Code Chapter 2-9B-23 Post-Submission Changes to the Compliance Plan] ■ Consultant followed the procedures set forth in the ordinance for post-award changes to the scope of work. [Austin City Code Chapter 2-9B-23 Post-Submission Changes to the Compliance Plan, 2-9B-24 Post-Award Changes to the Scope of Work] | | | | |
| <p>(1 point) The Consultant fulfilled the contracted Goals or Subgoals taking into account all approved substitutions, terminations and changes to the Consultant's scope of work. <i>[City of Austin MBE/WBE Procurement Program, Chapter 2-9B, Austin City Code; and the goals established in the project solicitation]</i></p> | | | PM & SMBR | |
| <p>6 Deliverables <i>(This section evaluates the Consultant's ability to perform the basic services as outlined in the contract. A project should have met programmatic requirements.)</i></p> | | | | |
| <p>(1 point) Consultant's deliverables met the criteria and requirements established in the contract.</p> <p>An affirmative answer requires the consultant submitted all contract deliverables according to the contract timelines and without adversely impacting the project schedule. Deliverables may include:</p> <ul style="list-style-type: none"> ■ Documentation of preconstruction conference proceedings [PSA 1.4.4.4] ■ Updated schedule(s) and Resource Allocation Plan (RAP) ■ Written progress reports for Construction Phase Services within five (5) calendar days of the end of the work week of the observations [PSA 1.4.4.5.2] ■ Written notification to the Owner that the work has been completed and is ready for the owner's inspection ■ Letter of Concurrence ■ Punch List for Substantial Completion within 24 hours of inspection ■ Record documents / As-Builts ■ Consultant verification that all warranties have been provided ■ Texas Dept of Licensing reports and variance(s) requests [PSA Section 1.4.2 ■ Austin Water Utility asset forms [PSA 1.4.2 <p>A list of all new taggable assets to be installed or delivered as part of the project Information regarding replacement assets put into service as a result of the project Asset Retirement Request Form(s) to document all AWU assets (including equipment, computers, pipeline and pipeline appurtenances, etc) that will be removed, abandoned or retired from service as part of the project</p> | | | PM & PWD CID | |
| <p>(1 point) Resolution of significant issues were documented by the Consultant in writing; not just verbally.</p> <p>An affirmative answer requires the consultant documented resolution of issues and successfully performed contract requirements including but not limited to:</p> | | | PM & PWD CID | |

| Evaluation Criteria | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score |
|--|-------------------------|----------------|--------------------|-------|
| <ul style="list-style-type: none"> ■ Consultant attended and drafted minutes of each project meeting between Consultant and Owner and/or Consultant and other agencies [PSA 1.1.8] ■ Consultant submitted minutes to the Owner for approval within seven (7) calendar days after each project conference [PSA 1.1.8] ■ Consultant recorded observations made on each job site visit, including regularly scheduled project meetings, and submitted a written report to the Owner in accordance with the contract documents [PSA1.4.4.5] | | | | |
| <div style="background-color: #d9ead3; padding: 5px;"> <p>7 Regulatory Compliance and Permitting (Health, Safety & Welfare, ADA/TDLR, Sustainability, Environmental Protection, etc.) (This section evaluates the Consultant's performance with regards to regulatory compliance. The Consultant must design for compliance with the applicable rules, and regulations of City, State and federal governments. The Consultant must request variances or waivers of any such requirements as appropriate.) [Reference PSA Section 1.1 Consultants Responsibilities, Section 1.4 Basic Services [Arch/Eng.], etc.]</p> </div> | | | | |
| <div style="background-color: #fce4d6; padding: 5px;"> <p>(1 point) The Consultant's design met all applicable laws, regulatory and permitting requirements for the project/contract.</p> <p>An affirmative answer requires the consultant successfully performed all contract requirements including but not limited to:</p> <ul style="list-style-type: none"> ■ The Consultant's design complied with the applicable rules, and regulations of City, State and federal governments. The Consultant requested variances or waivers of any such requirements as appropriate [PSA Section 1.4.2.5] ■ Consultant prepared a Storm Water Pollution Plan (SWPPP) using the standard City template [PSA Section 1.4.2.4] ■ Consultant prepared information for any special permits or approvals required by regulatory agencies for which the Owner must apply [PSA Section 1.4.2] ■ Consultant prepared and submitted all appropriate permit applications and supporting drawings, and other documents in the name of the City to utility companies and providers and governmental authorities having jurisdiction over the project [PSA Section 1.1.9] ■ Consultant obtained all approvals and all development and building permits necessary to complete the project [PSA Section 1.1.9] ■ Consultant incorporated sustainable principles and elements in accordance with the Leadership in Energy and Environmental Design (LEED) Green Building rating System as outlined in Council Resolution 20071129-045 [PSA 1.1.13] ■ The consultant designed barrier-free buildings and facilities in accordance with the American with Disabilities Act, Texas Accessibility Standards, and all applicable laws and regulations [PSA Section 1.4.2] </div> | | | PM & PWD CID | |

Total 0

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If any answer is "NO", or any additional details are needed to support responses, provide explanation below. Supporting documentation will be required (attach additional pages as necessary).
Comments:

| Evaluation Criteria | Yes or N/A** 1 Point | No 0 Points | Reviewing Party | Score | | | | |
|--|-------------------------|----------------|--------------------|-------|----------------------|--|---|--|
| <div style="background-color: #cccccc; height: 20px; width: 100%; margin-bottom: 5px;"></div> <p>**** Note: References shown are based on current contract templates. General areas of interest may be located in other sections of the contract. This document represents the evaluation of the totality of performance.</p> | | | | | | | | |
| <p>Evaluation Performed by:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%; padding: 2px;"><i>(Signature) :</i></td> <td style="width: 40%;"></td> </tr> <tr> <td style="padding: 2px;"><i>(Printed Name, Title & Date) :</i></td> <td></td> </tr> </table> | | | | | <i>(Signature) :</i> | | <i>(Printed Name, Title & Date) :</i> | |
| <i>(Signature) :</i> | | | | | | | | |
| <i>(Printed Name, Title & Date) :</i> | | | | | | | | |
| <p>Please return final evaluation to:</p> <p>Contract Management Department 505 Barton Springs Road, Suite #1045 Austin, Texas 78704</p> | | | | | | | | |