

Expedited Permitting Program

Draft Program Guidelines
October 5, 2016



Development CITY OF AUSTIN
SERVICES DEPARTMENT

DRAFT

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I. OVERVIEW

Delays during any stage in the development process may result in impacts such as increases to the final costs of a project, whether the project is a single-family home remodeling, a small business finish-out, a multifamily apartment complex, or a large-scale commercial project.

Delays in the development process have the following impacts:

- Reduced property tax revenue to the City and other taxing jurisdictions resulting from the delayed construction start of projects.
- Increased incidents of non-permitted construction.
- Shift of projects to suburban cities that have shorter, more predictable development processes.
- Increased loan interest charges due to lengthy processing times that result in increased final costs of a project.
- Delayed occupancy for both residents, small business owners, and employees.

The City of Austin's Development Services Department's Expedited Permitting Program will eliminate delays and fast-track the development permitting process by decreasing the total length of plan review for residential and commercial building projects. Specifically, the multiple cycles of plan reviews will be replaced with a single plan review session that includes the applicant, the applicant's consultants (engineers, architects, etc.), and a consolidated team of plan reviewers representing all of the City's required disciplines. The proposed Expedited Permitting Program does not apply to site plan review, but rather to commercial and residential structures. Similar to other best practice expedited review models, separate teams will be created specifically for applicants that desire to pay a premium for expedited plan review.

The Expedited Permitting Program is a cost-efficient and effective way of securing a quality plan review with a reduced wait time plus certainty of when plans will be reviewed and when permits will be issued. The Expedited Permitting Program is voluntary and applies to the residential and commercial building plan review and permit process. The City's consolidated review team includes specialized reviewers that represent the following review disciplines: Building, Mechanical, Plumbing, Electric, Fire, Health, Industrial Waste, Arborist and Zoning.

In accordance with City Council Resolution No. 20160901-029, the Expedited Permitting Program will include worker protection standards for commercial projects with no residential component. The worker protection standards are outlined in Section IX below. Additionally, the Resolution directs that Expedited Permitting Program Guidelines establish the scope, scale and type of projects to which the worker protection standards will apply; and, ensure a fair system for compliance by developers and their construction contractors and subcontractors. Section III of the Guidelines.

II. QUALIFYING PROJECTS

Specific residential and commercial projects are eligible to participate in the Expedited Permitting. The Program benefits the following types of projects:

- Small businesses
- Restaurants
- Music and cultural venues
- Office projects
- Retail stores
- Multifamily residential projects
- Single-family projects
- Duplexes and condominiums
- Institutional buildings
- Accessory units/secondary apartments

Exhibit A delineates the types of commercial and residential projects that qualify for the Expedited Permitting Program.

III. QUALIFYING PROJECTS WITH REQUIRED WORKER PROTECTION STANDARDS

Residential Projects and Commercial Projects with a Residential Component

All residential projects listed in Exhibit A are not required to provide worker protection standards. As described in Section I, commercial projects with no residential component will be required to provide worker protection standards. Commercial projects that include a residential component are listed below and will not be required to provide worker protections standards:

- Duplex (103 Two-Family Buildings)
- MF3-4 (104 Three- and Four-Family Buildings)
- MF5+ (Five or more Family Buildings)
- Mixed Use (106 Mixed Use)
- Single Family (101 Single-Family Houses)

Quick Turn-Around Service

For many years, the City of Austin has implemented a Quick Turn-Around Service for very specific commercial projects as described in Exhibit B. The service has been provided through the normal plan review queue through the utilization of overtime hours. The Quick Turn-Around Service will be shifted to the newly created Expedited Permitting teams in order to free up plan review capacity in the normal plan review queue and to reduce overtime costs. The projects that qualify for Quick Turn-Around Service will not be required to provide worker protection standards as this workload is being picked up by the Expedited Permitting team and has been a long-standing service provided by the City of Austin.

Non-profit Organizations with a 501c(3) Designation and a Local Presence

The work of local non-profit organizations supports the delivery of community services. In many cases, local non-profit organizations are supported through funding from the City of Austin and other taxing entities. DSD recommends that non-profit organizations with a 501c(3) designation

and a local presence be exempted from providing worker protection standards. Those non-profit organizations may decide to participate in the Better Builder Program on a voluntary basis.

Commercial Projects with no Residential Component

DSD looked at plan review data for Fiscal Year 2015-16 to analyze and determine the scope and scale of projects that should provide Worker Protection Standards. The Expedited Permitting Program must be effective from a use perspective because the program needs to generate sufficient revenues to cover the costs of the new plan review teams to be hired. The program must also be effective from a workload reduction perspective so that the normal plan review time commitments can be met.

For FY2015-16, there were 1,578 commercial projects with no residential component, and this number also excluded churches (see table below).

| Low Range | High Range | # of Projects | Average Valuation |
|-------------------|------------|---------------|-------------------|
| No square footage | | 263 | \$ 2,957,203 |
| 1 | 10,000 | 946 | \$ 306,278 |
| 10,001 | 15,000 | 90 | \$ 915,616 |
| 15,001 | 20,000 | 50 | \$1,117,675 |
| 20,001 | 30,000 | 70 | \$ 1,906,948 |
| 30,001 | 40,000 | 37 | \$ 2,662,986 |
| 40,001 | 50,000 | 23 | \$ 3,043,169 |
| 50,001 | 75,000 | 29 | \$ 5,492,009 |
| 75,001 | 100,000 | 24 | \$ 3,554,812 |
| Over 100,001 | | 46 | \$ 10,085,321 |
| Total | | 1,578 | |

DSD concluded that a threshold for projects that exceed 75,000 square feet or \$7.5 million in construction valuation would be most appropriate for which projects would be required to provide worker protection standards. This threshold will potentially reduce the normal plan review queue workload by approximately 21.4%. The analysis indicates that 52 projects exceeded \$7.5 million in construction valuation for FY2015-16; and, 70 projects exceeded 75,000 square feet. So, at most, 70 projects would have fallen under the worker protection standard requirement based on FY 2015-16 data.

All other commercial projects exceeding either of these threshold values and that do not have residential component will be required to provide Worker Protection Standards.

IV. APPLICANT FEES

Applicants shall pay a fee to participate in the Expedited Permitting program. Standard permit fees still apply. Fees for Expediting Permitting are as follows:

- Commercial Projects--\$160-\$200 per hour, per review discipline
 - A maximum of seven review disciplines are required for commercial projects
 - Applicants will only pay for the plan review disciplines required for the specific application
- Residential Projects--\$160-\$200 per hour, per review discipline
 - A maximum of four review disciplines are required for residential projects
 - Applicants will only pay for the plan review disciplines required for the specific application
- A minimum two-hour charge for expedited permitting services applies
- Overtime is 1.5 times the above hourly rates
- Rates will be based on cost of service and are subject to change. DSD is commissioning a comprehensive study of its department cost structure and fee schedule to take place in late 2016. The first priority of the study will be to analyze the Expedited Permitting Program fee. Should the study recommend changes to the Expedited Permitting Program fee, DSD will seek the requisite Council approval of a mid-year amendment to the fee schedule.

V. PROCESS

The following steps outline the process for participating in the Expedited Permitting program from point of application submittal to obtaining permits.

1. The Project Applicant completes the appropriate application and checklist for a residential or commercial building permit.
2. For projects that are commercial and that are required to meet worker protection standards, terms must be agreed upon by the Project Applicant at the time of fee submittal.
3. A completeness check is performed by intake staff with assistance from Plan Review Coordinators and review staff as needed.
 - a. A review is performed to determine that all of the information is complete for performing a review
 - b. If information is incomplete, staff will issue rejection comments and await corrections.
4. When an application package is deemed complete, the Expedited Permitting Coordinator will:
 - a. Create a folder in the AMANDA database.
 - b. Create an invoice for all associated fees
5. The Project Applicant will remit payment for standard permit fees.
6. The Expedited Permitting Coordinator will provide to the Project Applicant a list of available dates and times to schedule the single-review session. The Project Coordinator has up to 10 business days to schedule the meeting.
7. Pre-Meeting: A pre-meeting may be conducted for the Fire, Health, and Industrial Waste review disciplines that require a substantial amount of time (eight hours or longer).

- a. Comments will be discussed at the single-review meeting.
 - b. If corrections need to be brought to the meeting, this will be communicated to the Project Applicant, and the meeting date will be adjusted accordingly to the time required by the Project Applicant to make the corrections.
8. Expedited Review Session:
 - a. A sign-in sheet will be distributed for completion. A time clock is set to record the amount of hours spent at the review session
 - b. The Project Applicant briefs the team about the project, provides pertinent information, and documentation of any agreements made and recorded prior to the meeting in a Preliminary Plan Review meeting.
 - c. Each reviewer performs their review during the meeting.
 - d. Design professionals and the Project Applicant redline corrections directly on the plans during the meeting.
9. If changes are required that could not be made during the meeting, the Project Applicant is provided a correction list.
 - a. Once corrections are made, the Project Applicant sets up another Expedited Review Session.
 - b. The Project Applicant pays update fees if needed and fees for an additional session.
10. Once all reviews are approved, the Coordinator creates the permits and sends the approved plans to the Service Center.
11. The Project Applicant is escorted to the Service Center with the approved plans. Remaining permit fees are paid, and the permit is issued. One set of plans are provided to the Project Applicant, and the second set of plans are kept by the Service Center for archive.
12. If further reviews are required, then the Project Applicant is called when the permit can be issued. The Project Applicant returns to the Expedited Team and the same process as above is followed.

VI. APPLICATION

The “Applicant” will complete the appropriate application for the project in advance of the single-review meeting. All building applications for commercial and residential review are available [online](#).

1. Commercial Plan Review Applications
 - [Building Application and Checklist](#)
 - [Additional Commercial Applications](#)
2. Residential Plan Review Applications
 - [New Construction & Addition Application](#)
 - [Additional Residential Applications](#)

VII. REQUIRED DOCUMENTATION

All residential applicants must complete the [Customer Submittal Checklist](#) which details all required documents. The commercial checklist may be found on page two of the [Commercial Building Application](#). The items on the checklists must be signed off by the “Coordinator” prior to the single-review session.

VIII. WORKER PROTECTION STANDARDS

Commercial projects that meet the criteria outlined in Section III are required to provide worker protection standards. The following requirements must be agreed upon in order to participate in the Expedited Permitting Program, and the Project Applicant must remain in compliance for the duration of the construction of the project.

The Project Applicant shall:

- Provide all construction workers, at minimum, a [living wage of \\$13.03 per hour](#) as defined by the City of Austin, which may increase from time-to-time.
- All workers are required to be Occupational Safety and Health Administration (OSHA)-10 safety certified. On-site supervisors employed by the contractor must receive OSHA-30 training for safety supervisors. Prime Contractor and Subcontractors must retain proof that their employees have completed the required OSHA safety training and share proof of OSHA safety certification with the Monitor upon request.
- Ensure all construction workers receive Worker’s Compensation insurance coverage that does not include alternative plans. The Texas Department of Insurance details that employees covered by worker’s compensation receive benefits based on the type and severity of their injuries and include:
 - Medical benefits for medically necessary treatment of work-related injuries and illnesses;
 - Income benefits for a specified period of time up to a certain dollar limit set by law;
 - Compensation for burial expenses for employees killed on the job; and
 - Death benefits for dependents of employees killed on the job.

- Achieve a local (Austin-Round Rock Metropolitan Statistical Area) hiring goal for project owners to ensure commercially reasonable efforts are made to recruit 30% of the total workforce hours performed from local Department of Labor-registered apprenticeship programs or bilingual craft training programs that offer instruction at zero or nominal cost to the worker.
- Ensure all construction contractors and subcontractors follow all applicable local, state and federal laws. Some laws that must be considered include, but are not limited to:
 - [City of Austin Break Ordinance](#)
 - [Fair Labor Standards Act](#)
 - [Occupational Safety and Health Administration \(OSHA\) Regulations](#)
- Agree to allow third-party, on-site monitors onto the construction site.
 - The “Applicant” will agree to pay for fees for a third-party monitor which the City of Austin will procure through a competitive process.
 - This fee is an additional charge and separate from the fees that are rendered for participating in Expedited Permitting.
 - Costs may include, but are not limited to on-site visits by monitors one-time per pay period, follow-up appointments, reports, travel and gas expenses and personal protective equipment.
- Agree to Terms outlined by the City of Austin and the Project Applicant. A list of the Terms is provided in Section X.

IX. MONITORING

A third-party, on-site monitor will ensure that worker protection standards are being met and that the Project Applicant and its contractors and subcontractors are abiding by the Terms outline by the City of Austin.

Responsibilities of the Monitor

A labor or construction compliance (monitoring) service will be procured by the City of Austin through a competitive process. Among its responsibilities, the monitoring service will:

1. Use compliance monitoring procedures and a non-compliance mitigation plan approved by the City of Austin.
2. Create and maintain compliance documentation.
3. Perform field monitoring, conduct labor interviews and maintain records of information gathered. The schedule of onsite visits is mutually agreed upon by the Monitor, the Project Applicant, Project Owner, and Prime Contractor.
 - a. All field monitoring personnel performing interviews must also be provided bilingually in Spanish.
 - b. A certified payroll review will be conducted. The project’s prime contractor will be responsible for obtaining certified payroll reports from all other project contractors and subcontractors with whom the prime contractor has a contractual relationship.
4. Provide monthly reports of contractor wage reports and contractor files (as subcontractors are hired throughout the duration of the Project) of OSHA-10 for construction workers and OSHA-30 documentation for construction supervisors and documentation of findings.

5. Assist the City of Austin by addressing any non-compliance issues that have been reported to the City of Austin or identified by the monitor during the course of their compliance work.
6. Within 90 days of construction completion, the monitor provides close-out documents for the project verifying compliance with the required standards.

Dispute Resolution

The monitoring service will develop and implement a non-compliance mitigation plan approved by the City of Austin.

Cost of Services

Information pertaining to payment of monitoring services is currently in development. The City of Austin will procure a labor or construction compliance monitor through a competitive procurement process. After the Monitor is selected, the payment process will be updated in the program guidelines.

X. TERMS

The following are proposed Terms and Conditions for Qualifying Projects with Worker Protection Standards.

A. Overview

An Agreement is entered into between the City of Austin and the commercial project applicant to participate in the City's voluntary, expedited permitting program in exchange for payment of a fee and compliance with worker protection standards. This Agreement will begin on the effective date and will continue in effect until the Project Applicant completes construction of the Project or when the contract is terminated due to Project Applicant's breach of this Agreement. The City and the Project Applicant are referred to below as the Parties.

B. Defined Terms

- "Director" shall mean the individual designated by the City Manager to act on behalf of the City with respect to the day- to-day administration of this agreement.
- "Commercial projects requiring worker protection standards" shall mean commercial project applications that are equal to or more than 75,001 square feet or are valued at more than \$7.5 million and are not the following:
 - Non-profit organizations with a 501c(3) designation; or
 - Quick Turn-Around Service projects; or
 - Commercial projects with a residential component
- "Effective Date" shall mean the date of execution by the last of the parties to sign this Agreement as indicated by the signature blocks.
- "Graduates" shall mean Workers who have fulfilled the requirements of a Local Training Program.
- "Local Training Program" shall mean a construction craft training program that is a Department of Labor-registered apprenticeship program or a bilingual craft training program that offers hands-on instruction in English and Spanish at nominal or no cost to the Worker.

- "Project" shall mean all the original construction being completed by the Project Applicant and does not include subsequent improvements or remodels after the original vertical construction.
- "Prime Contractor" shall mean an individual, firm, partnership, owner operator, corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract or agreement with Project Applicant with respect to the construction of any part of the Project.
- "Residents" shall mean Workers who reside in the Austin-Round Rock Metropolitan Statistical Area.
- "Subcontractor" shall mean an individual firm, partnership, owner operator, corporation, or combination thereof, including joint ventures, which is an independent business enterprise and has entered into a contract or agreement with Prime Contractor of \$20,000 or more, or has entered into a contract or agreement with another Subcontractor who has a contract or agreement with Prime Contractor of \$10,000 or more. Suppliers, trash chute erectors and security guards are not considered Subcontractors under this Agreement.
- "Workers" shall mean any individuals completing construction work, whether on a contract basis or as employees, for any Prime Contractor or Subcontractor completing construction work on the Project.
- "Monitor" shall mean a person, group of persons, or entity designated by the City to monitor compliance with this Agreement.

C. City of Austin obligations and responsibilities

1. The City will accelerate the building plan review and permit process for the Project Applicant by providing the Project Applicant a pre-scheduled, single plan review session.
2. The single plan review session will include the applicant, the applicant's consultants, such as engineers or architects, and a consolidated team of City plan reviewers.
3. The consolidated team of plan reviewers will be ready to make on-the-spot decisions and necessary changes at the single-review session or shortly after it.
4. If revisions cannot be completed or agreed upon between the Parties at the review session, a follow-up review session with the same team will be scheduled.
5. When the team determines the plans comply with the City's Code and ordinances, it will issue permits following the review session or sessions.

D. Project Applicant obligations and responsibilities

1. The Project Applicant will pay the City a premium fee of \$_____ per hour (Between \$160 and \$200). It will pay a minimum two-hour charge for expedited permitting services, and any overtime required of the plan reviewers to complete the single-review session will be charged at a rate of 1.5 times the hourly rate.
2. The Project Applicant will ensure all Prime Contractor(s), Subcontractor(s), and Workers comply with all applicable laws of the City, state laws, and federal laws, including but not limited to:
 - The City's Break Ordinance, Ordinance No. 20100729-047 and Title 4, Chapter 4-5 of the City Code – Working Conditions at Construction Sites;
 - Title 29, Chapter 8 – Fair Labor Standards Act; and
 - The Occupational Safety and Health Act of 1970, 29 USC Section 651, et seq., as amended ("OSHA").
3. The Project Applicant will comply with and further ensure its Prime Contractor, Subcontractors, and Workers comply with the following Worker Protection Standards.
 - a. Worker Protections Standards:

- i. Prime Contractor and Subcontractors will pay Workers a regular rate that is no less than a living wage of \$13.03 per hour as defined by the City, which may change from time-to-time. Workers who are paid by piece rate or daily must still earn a regular rate that is no less than \$13.03 per hour. All Workers must be paid by check, in a timely fashion and, at a minimum, on a weekly basis.
 - ii. All Workers are required to be OSHA-10 safety certified. All workers must complete a 10-hour, OSHA-approved construction worker safety class prior to commencing work on the Project. On-site supervisors employed by Prime Contractor must complete a 30-hour, OSHA-approved construction supervisor safety class prior to commencing work on the Project. Prime Contractor and Subcontractors must retain proof that their employees have completed the required OSHA safety training and share proof of OSHA safety certification with the Monitor and Project Applicant upon request.
 - iii. All Workers shall be covered by workers' compensation insurance. Prime Contractor and Subcontractors must provide proof of insurance, including but not limited to a Certificate of Insurance ("COI"), to the Monitor and Project Applicant upon request.
 - iv. Project Applicant and Prime Contractor shall work to achieve a local (MSA) hiring goal and to ensure commercially reasonable efforts are made to recruit 30% of the total workforce hours performed by Residents or Graduates from local Department of Labor-registered apprenticeship programs or bilingual craft training programs that offer instruction at zero or nominal cost to the worker.
 - v. Prime Contractor shall post adequate signage on the job site in both English and Spanish that is readily visible to Workers. This signage will inform Workers that the construction of Project must meet the Worker Protection Standards outlined in this Agreement and that all Workers must receive a minimum hourly wage of \$13.03 an hour, be at least OSHA-10 safety certified, and be covered by workers' compensation insurance. Postage signage will direct Workers to contact the Monitor if they believe that the Project Prime Contractor or Subcontractors are not fully and faithfully complying with the Worker Protection Standards established in this Agreement. All signage posted on the Project in accordance with this Agreement must receive the prior approval of the Monitor.
 - vi. Project Applicant shall collaborate with the Monitor to ensure that Prime Contractor and Subcontractors fully and faithfully implement this Agreement. Project Applicant will make commercially reasonable efforts to assist the Monitor to retrieve information related to compliance with this Agreement that is inaccessible to the Monitor but accessible to Prime Contractor and Subcontractors, including, but not limited to: proof of workers' compensation coverage, proof of OSHA safety certification, and payroll records, timesheets, and W-9 forms.
 - vii. Project Owner will prohibit Prime Contractor and Subcontractors from retaliating against Workers for speaking with the Monitor while seeking to enforce the provisions of this Agreement, or otherwise exercising workplace rights established by local, state, or federal law.
- 4. The Project Applicant shall give to the City a Letter of Agreement signed by the Project Owner, Prime Contractor and Subcontractors attesting their understanding of and consent to the provisions of this Agreement. The Letter of Agreement must be signed by them before they may commence construction of the Project.
 - 5. The Project Applicant shall ensure the Monitor is allowed to visit the Project and interview Workers at least once per pay period, with 48-hour notice to Prime Contractor,

or immediately in the case of a safety complaint made by a Worker to ensure compliance with this Agreement. The Project Applicant may expect the Monitor to attempt to do the following:

- Schedule worksite visits with Prime Contractor during regularly scheduled meal and rest breaks;
 - Call Prime Contractor foreman 30 minutes prior to arrival; and
 - Alert the Prime Contractor that he or she is present.
6. The Prime Contractor will regularly provide the Monitor with a list of hired Subcontractors and the estimated dates that these Subcontractors will be performing work on the Project. Prime Contractor will send a weekly email to the Monitor with a list of the Subcontractors that will be on site in the upcoming workweek.
 7. The Project Applicant shall collaborate with the Monitor to ensure that Prime Contractor and Subcontractors fully and faithfully implement this Agreement. Project Applicant will make commercially reasonable efforts to assist the Monitor to retrieve information related to compliance with this Agreement that is inaccessible to the Monitor but accessible to Prime Contractor and Subcontractors, including, but not limited to: proof of workers' compensation coverage, proof of OSHA safety certification, and payroll records, timesheets, and W-9 forms.
 8. The Project Applicant will collaborate with the Monitor to schedule regular informational meetings ("Pre-construction Meetings") with Prime Contractor and Subcontractors to review the Worker Protection Standards established in this Agreement. At a minimum, Pre-construction Meetings shall be scheduled quarterly, unless all Subcontractors expected to perform work on Project during a quarter have attended a previous Pre-construction Meeting. The Project Manager may expect the Monitor to collaborate with the Prime Contractor to schedule Pre-construction Meetings at the convenience of the Subcontractors. With the consent of the Prime Contractor, Subcontractors hired after breaking ground may meet with the Monitor no later than two weeks after beginning work in lieu of attending a Pre-construction Meeting.
 9. The Project Applicant will coordinate with the Monitor and Prime Contractor to schedule discussions with Workers at the job site at a minimum of once per month about this Agreement for Workers employed by any Subcontractor performing more than 100 total hours of work on the Project. The Monitor will coordinate with Prime Contractor to schedule this meeting at the convenience of the Subcontractor.
 10. The Project Applicant will agree to pay for fees for an independent, third-party monitor, which the City will procure through a competitive process. These fees are additional charges and separate from the fees that are rendered for participating in the Expedited Permitting Program. The costs will include on-site visits by monitors, follow-up appointments, reports, travel, gas expenses, and personal protective equipment.
 11. The Project Applicant will make a good faith effort to share information with the City regarding the cost of incorporating and implementing Worker Protection Standards during the Project as outlined in this Agreement.

E. Non-compliance

1. If a dispute arises between the parties regarding performance under this agreement, which the parties are unable to resolve through negotiation, the parties agree that the dispute will be submitted for mediation before any suit is filed. If the mediation does not successfully resolve the dispute, each party is free to pursue other remedies available to them.

2. For the purpose of the City ensuring compliance with Worker Protection Standards stated in this Agreement, the City will take one or more of the following actions against the Project Applicant should the City received credible evidence from the Monitor that the Project Applicant, its Prime Contractor, or its Subcontractors are not complying or are violating Worker Protection Standards listed in this Agreement.
 - a. For any Code violations pertaining to an obligation or responsibility of the Project Applicant in this Agreement, the City may choose to assess fines.
 - b. Regardless of whether noncompliance is or is not a City Code violation, the City will find the Project Applicant ineligible to participate in the expedited permitting program for one year.

F. Disclaimers and limitations of liability

1. Neither the City, nor the Monitor hired by the City, will assume responsibility for Worker safety. Nothing in this Agreement relieves Project Applicant, Prime Contractor, or Subcontractors from any responsibility they have to Workers under any law, regulation, civil or supervisory authority, or other applicable legislative or governmental order or process.
2. Under no circumstances shall the City, or the Monitor hired by the City, be liable to Project Applicant, Prime Contractor, Subcontractors, or any third party for lost profits, lost opportunities, or any other incidental, special, or consequential damages on any theory of liability, whether in contract, strict liability or tort (including negligence or otherwise) allegedly caused or arising in any way out of the activities of either the City or the Monitor or both of them under this Agreement, and whether or not either of them or both of them have been advised of the probability of damages.
3. Neither of the Parties of this Agreement shall be liable to the other for any indirect, special, or consequential damages of civil liability arising in connection with a breach of this Agreement.
4. This Agreement shall not be construed as creating an employer and employee relationship, a partnership, joint enterprise, or a joint venture between the Parties, or between the City and the Monitor. The City, Project Applicant, and the Monitor are independent contractors. The Project Applicant agrees and understands that this Agreement does not grant to the Project Applicant or its employees, nor to the Monitor and its employees, any rights or privileges established for employees of the City.
5. In consideration of the award and execution of this Agreement and in consideration of the City's waiver of its rights to attorney fees, Project Applicant knowingly and intentionally waives its right to attorney's fees under Section 271.153 of the Texas Local Government Code in any administrative proceeding, alternative dispute resolution proceeding, or litigation arising out of or connected to this Agreement.

G. Miscellaneous

1. All provisions of this Agreement that impose continuing obligations on the parties, including but not limited to warranty, indemnification, and limitation of liability shall survive the expiration or termination of this Agreement.
2. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws rules. This exclusive jurisdictional venue for any proceedings involving this Agreement shall be Travis County, Texas.

H. Representations made by the Parties

1. Each of the Parties to this Agreement warrants and represents that: (a) the person signing this Agreement has the party's full authority to bind it to the terms of this Agreement, (b) has taken all action necessary to approve this Agreement, and (c) that this Agreement is a lawful and binding obligation of the party, except as may be limited by applicable bankruptcy, insolvency, or similar law affecting creditor right, or with respect to governmental immunity under the Constitution and laws of the State of Texas.
2. The Project Applicant acknowledges that if it takes action, directly or indirectly, that results in a violation of City Code § 2-7-61 through 2-7-67 by any person with respect to the performance of this Agreement or the City's solicitation for the work performed under this Agreement, the City at its sole discretion may void this Agreement.
3. The Parties do not confer any rights or remedies upon any person other than the Parties of this Agreement. Workers are not considered parties to this Agreement, and this Agreement is not intended to waive or impact any of Workers' rights in any way.
4. The Project Applicant acknowledges that the City is required to comply with Chapter 552 of the Texas Government Code (Public Information Act or Act). Under the Public Information Act, this agreement, and documents related to this Agreement, which are in the City's possession, or to which the City has access, are presumed to be public and the City may release these records to the public unless an exception described in the Act applies to a document.
5. If a court of competent jurisdiction determines that a term or provision of this Agreement is void or unenforceable, the remainder of this Agreement remains effective to the extent permitted by law.
6. This Agreement may be modified only by a writing properly executed by each of the Parties. Neither any representation or promise made after the execution of this Agreement, nor any modification or amendment of this Agreement, shall be binding on the Parties unless made in writing and properly executed by each of the Parties.

Exhibit A – Qualifying Projects

Expedited Permitting Program Qualifying Projects



Development
CITY OF AUSTIN
SERVICES DEPARTMENT

Commercial and residential projects may be eligible for Expedited Permitting; the table below details the types of qualifying projects:

| COMMERCIAL PROJECTS | RESIDENTIAL PROJECTS |
|--|--|
| Assembly | Accessory Use to Primary |
| 318 Amusement, Social and Recreational Buildings | 330 Accessory Use to Primary |
| 319 Churches and other Religious Buildings | Condominium |
| Business | 101 Single-Family Houses |
| 324 Office, Bank and Professional Buildings | 103 Two-Family Buildings |
| Commercial Miscellaneous | Duplex |
| 214 Other Non-housekeeping Shelter | 103 Two-Family Buildings |
| 328 Commercial other Nonresident Building | Residential Building Miscellaneous |
| 329 Commercial Structures other than Building | 328 Resident Other Nonresident Building |
| 2002 Commercial Boat Dock | 329 Residential Structures other than Building |
| Commercial Remodel/Addition | 437 Residential Boat Dock |
| 437 Addition, Alteration, Conversion Non-Residential | 438 Residential Garage/Carport Addition |
| 1000 Commercial Remodel | 438 Residential Retaining Wall |
| 1001 Commercial Finish Out | Residential Remodel/Addition |
| 1002 Commercial Remodel and Finish Out | 434 Addition and Alterations |
| Commercial Residence (Transient) | 435 Renovations/Remodel |
| 213 Hotels, Motels and Tourist Cabins | 436 Addition to Increase Housing Units |
| Duplex | Secondary Apartment |
| 103 Two-Family Buildings | 102 Secondary Apartment |
| Educational | Single-Family |
| 326 Schools and other Educational Buildings | 101 Single-Family Houses |
| Industrial | |
| 323 Hospital and Institutional Buildings | |
| Mercantile | |
| 327 Stores and Customer Services | |
| MF3-4 | |
| 104 Three- and Four-Family Buildings | |
| MF5+ | |
| 105 Five or more Family Buildings | |
| Mixed Use | |
| 106 Mixed Use | |
| Single Family | |
| 101 Single-Family Houses | |
| Storage | |
| 321 Parking Garage Building and Open Deck | |
| 322 Service Station and Repair Garage | |

Questions? Please email DSDoutreach@austintexas.gov

Exhibit B – Quick Turn-Around Permit Process



Commercial Review – One Texas Center
505 Barton Springs Road, Austin, Texas 78704 | Phone: 512.978.4000

Quick Turn-Around (QTA) Permit Process

The Quick Turn-Around Permit process is limited to:

- Tenant finish-outs and interior remodel projects of 5,000 square feet or less for admn/bus/professional offices and retail sales occupancies where hazardous materials are not stored, used, or dispensed
- Exterior remodels that do not increase the square footage of the building or increase the height by more than six (6) feet (roof repairs, mansards, etc.)
- Any other project specifically authorized by the Building Official

Submittal Requirements

1. A completed *Commercial Building Application*
2. A completed *Site Development Determination/Exemption* —OR— Two (2) sets of the city approved red-stamped Site Plan for tenant finish-outs
 - **Note:** Prior approval from the Development Assistance Center (DAC) may be required; please verify with a Zoning or Building Plan Reviewer.
3. Two (2) sets of plans drawn to scale including Mechanical, Electrical, and/or Plumbing plans sufficient to illustrate the full scope of proposed work
 - **Note: Revisions to permits issued through this process may result in rescinding ALL permits and a full submittal required. Refunds will not be issued. Please verify all proposed work before going through the Quick Turn-Around process.**
4. Two (2) key floor plans (lease space in relation to the building)
5. Two (2) plot plans (lease space/building in relation to the site)
6. Two (2) complete Lighting, Envelope, and/or Mechanical energy calculations if required (Comcheck-EZ) – see energycodes.gov
7. Texas Accessibility Standards (TAS) – TDLR Confirmation page
 - Residential projects, multi-family projects, and commercial projects less than \$50,000 are exempted.
8. Texas Department of Health *Demolition/Renovation Notification Form* or Asbestos survey summary page (do not attach the actual survey), or certification from a licensed engineer or architect or statement from a licensed asbestos inspector stating all parts of the building affected by the planned renovation do not contain asbestos
9. **Electric Service Planning Application (ESPA) form signed by an Austin Energy representative, required for ANY and ALL electrical plan review** – Austin Energy requires a completed ESPA form, Electrical Riser Diagram and a photograph picture of the existing gutter and meter numbers (please see the AE Representative in the Development Assistance Center)
10. Plan Review Fee + Quick Turnaround fee: see Commercial Review Fees at <http://www.austintexas.gov/departments/fees> (note that the Plan Review fee now must be paid during the zoning/submittal process)
 - **Note: Finish-Outs in SHELL buildings may require new water meters. A meeting with an Austin Water Representative (Development Assistance Center) is recommended to verify.**

Projects Ineligible for QTA

- New construction and additions
- Change of Use
- Businesses that store or sell hazardous materials
- Medical offices
- Restaurants
- Food service establishments
- Pubs
- Clubs
- Lounges
- Food storage
- Food warehousing
- Nursing homes
- Health care
- Child care facilities
- Beauty/tattoo salons
- Veterinary clinics
- Animal shelter
- Laundry or cleaning facilities
- Swimming pools
- Building Corridors

Building Codes with Local Amendments

www.austintexas.gov/page/codes-and-technical-information

2012 International Building Code

2012 International Existing Building Code

2012 Uniform Mechanical Code (IAPMO)

2012 Uniform Plumbing Code (IAPMO)

2014 National Electrical Code

2012 International Energy Conservation Code

2012 International Fire Code