

**CITY OF SAN ANGELO – DEVELOPMENT  
CORPORATION  
REQUEST FOR QUALIFICATIONS**

**Professional Services  
Infrastructure Engineering and Surveying Services for  
Phase 2 of the San Angelo Business & Industrial Park**

RFQ No. DC-02-17



City of San Angelo  
72 West College Avenue  
San Angelo, Texas 76903

**Submittal Deadline  
February 10, 2017, 2:00 PM Local Time**



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## INVITATION

### General

The City of San Angelo Development Corporation (COSADC), is requesting a response to this Request for Qualifications (RFQ) from qualified Texas licensed and qualified engineering firms to provide professional services to the San Angelo Business & Industrial Park.

Professional Service Providers are needed to provide engineering, planning, consultation, design, drafting, surveying, and other related professional services regarding streets, water infrastructure, stormwater infrastructure and sewer infrastructure including the necessary franchise utility coordination and traffic studies to complete work for the COSADC.

It is the intention of the COSADC to retain the services of the best-qualified professionals for the size of the project contemplated and project time lines.

### Document Availability

Documents are available in the Purchasing Division or may be downloaded from the City's website at [www.cosatx.us](http://www.cosatx.us). To locate the documents on the website go to:

- o Bid Information > RFQ: DC-02-17/Professional Services – Infrastructure & Engineering for Business & Industrial Park

### Digital Format

If specifications are obtained in digital format in order to prepare a submission, the submission must be submitted in hard copy according to the instructions contained in this RFQ package. If, in its response, firms make any changes whatsoever to the published specifications, the specification **as published** shall control. Furthermore, if an alteration of any kind to the specifications is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

### Required Response

The City requires a response to any RFQ notifications mailed to potential firms. Should a company choose not to provide a submission on the project, then in order to remain on the City of San Angelo's potential Vendors List a "No Bid Reply" form located at the back of this RFQ must be submitted.

### Deadline and Delivery Location

Sealed RFQ submittals must be received no later than **February 10, 2017, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Submissions not received on time will be rejected.

***It is the sole responsibility of the firm to ensure that the sealed RFQ submittal arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.***

***Faxed or electronically transmitted RFQ submittals will not be accepted.***

### Copies

Submit: One (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required documentation.

### Delivery Addresses

City of San Angelo  
Purchasing Division, RFQ: DC-02-17  
72 W. College Ave., Suite 330  
San Angelo, Texas 76903

**Mark Sealed Envelope: "RFQ NO. DC-02-17/ Professional Services – Infrastructure & Engineering for Business & Industrial Park"**

### Addenda

Should specifications be revised prior to the deadline for submission of the RFQ, the City's Purchasing Division will issue an addenda addressing the nature of the change and post it on the City's website. Firms must **acknowledge**



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Tel: (325) 657-4219

**any addenda and return the form with their RFQ package.** Firm is responsible for checking the City's website to determine if any addenda have been issued prior to submitting their RFQ response. Failure to consider all addenda will be at the Firm's risk.

**Points of Contact**

**For RFQ Questions, Prior to Award**

**Julia Antilley, Manager**

Purchasing Division  
City of San Angelo  
72 West College Avenue, Suite 330  
San Angelo Texas, 76903  
SAPurch@cosatx.us  
325-657-4219

**For Performance Questions After Award**

**Robert Schneeman, BREP Coordinator**

Economic Development  
City of San Angelo  
69 North Chadbourne Street  
San Angelo Texas, 76903



## 1. INSTRUCTIONS TO FIRMS

### 1.1. Interpretations

All questions about the meaning or intent of the RFQ documents, including specifications shall be submitted to the Purchasing Division via email at [sapurch@cosatx.us](mailto:sapurch@cosatx.us) or in writing. Replies will be issued by addenda and posted on the City's website. Questions received less than five (5) days prior to the date for opening of RFQ submissions will not be answered. Only questions answered by formal written addenda will be binding. Oral interpretations or clarifications will be without legal effect. The RFQ invitation number must appear on all correspondence, inquiries, etc. It is the firm's responsibility to ensure all addenda have been considered prior to submitting a response.

### 1.2. Restrictions on Communication

- A. Firms should not communicate with: 1) elected City officials, City of San Angelo Development Corporation Board Members and their staff regarding the RFQ from the time the RFQ has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFQ has been released until the contract is awarded and ratified. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFQ and/or response submitted by firm. Violation of this provision by firm and/or its agent may lead to disqualification of firm from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the firm's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFQ;
3. Firms may submit written questions concerning this RFQ to the email listed below up to five (5) days prior to submission due date. Questions received after the stated deadline will not be answered;

It is required that all questions be sent by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us). **Please ensure the RFQ Number and Title is in the Subject Line.** Questions submitted and the City's responses will be published in the form of an Addendum to the City's web site at [www.cosatx.us](http://www.cosatx.us);

4. Firms may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, firms shall not bring lobbyists. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
  5. Upon completion of the evaluation process, firms shall receive a notification letter indicating the recommended firm and anticipated City of San Angelo Development Corporation and City Council agenda dates. Firms desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. COSADC reserves the right to contact any Firm to negotiate if it is deemed desirable by the COSADC. Such negotiations initiated by COSADC/ City staff persons, shall not be considered a violation by Firm of this section.

### 1.3. Disqualification

The applicant may be disqualified for any of the following reasons:

- The firm is involved in any litigation against the City of San Angelo (City) or the City of San Angelo Development Corporation;
- The firm is in arrears on any existing contract or has defaulted on a previous contract with the City or the City of San Angelo Development Corporation;



- The firm is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs; or,
- The firm's response contains references or quotations related to fees or cost of work.

#### **1.4. Confidentiality**

All responses submitted shall remain confidential. After selection of a firm, submissions will be made available for public inspection. The City nor the City of San Angelo Development Corporation shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the submission unless clearly identified as such.

#### **1.5. Award of Contract**

COSADC reserves the right to accept or reject any or all submissions, and to waive any informalities or irregularities in the RFQ process. COSADC is an equal opportunity employer.

COSADC will select the most highly qualified firm(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract.

Acceptance of firm's offer will be in the form of a purchase order and contract.

#### **1.6. Proposed Terms of the Agreement**

The term of the Agreement will be negotiated between the COSADC and the selected firm.

#### **1.7. Applicable Law**

This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.

#### **1.8. Acceptance of Content**

Before submitting a response, each firm shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by COSADC upon which their submission will rely. If the firm receives an offer because of its submission, failure to have made such investigation and examinations will in no way relieve the firm from its obligation to comply in every detail with all provisions and requirements.

#### **1.9. Advertising**

Firm shall not advertise or publish, without City's prior consent, the fact that City has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

#### **1.10. Right to Assurance**

Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

#### **1.11. Equal Employment Opportunity**

Firm agrees that during the performance of its contract it will:

- Treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or handicap.
- Identify itself as an Equal Opportunity Employer in all help wanted advertising or request. The firm shall be advised of any complaints filed with the City alleging that it is not an Equal Opportunity Employer. The City reserves the right to consider its reports from its human relations administrator in response to such complaints in determining whether or not to terminate any portion of this contract for which purchase orders or authorities





to deliver have not been included; however, the firm is specifically advised that no Equal Opportunity Employment complaint will be the basis for cancellation of this contract for which a purchase order has been issued or authority to deliver granted.

All firms must be Equal Opportunity Employers. Disadvantaged and Minority firms are encouraged to participate.

**1.12. Modification – Corrections, Deletion, or Additions**

No phone, fax, or email changes to submissions will be accepted. Corrections, deletions, or additions shall be submitted in writing and delivered in a sealed envelope prior to opening.

**1.13. Submission by Corporation**

Submissions by corporations must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The state of incorporation shall be shown below the corporate name. Submissions by partnerships must be executed in the partnership name and signed by a partner; title and the official address of the partnership must be shown below the signature. Submissions by joint ventures shall be signed by each participant in the joint venture or by an authorized agent of each participant.

The names of all persons signing must also be legibly printed below the signature. A submission by a person who affixes to his signature the word "president", "secretary", "agent", or other designation without disclosing his principle may be held to be the submission of the individual signing. When requested by City, evidence of the authority of the person signing shall be furnished.

Forms must be completed in ink. All blank spaces shall be filled. Submissions received without all such items completed may be considered nonresponsive.

The firm is not required to acknowledge receipt of Addenda but shall include all addenda in firm's response. No alterations in submissions or alterations made to the printed forms, by erasures, interpolations, or otherwise will be acceptable unless each such alteration is signed or initialed by the firm. Failure to consider all Addenda prior to submitting a submission shall be at the risk of the firm.

**1.14. Withdrawal of Submission**

Submissions may not be altered or amended after the closing time. Submissions may be modified or withdrawn prior to the closing hour and date by contacting the Purchasing Division and requesting withdrawal any time prior to opening of submission. Notice must be in writing. Notices by email, fax, or phone will not be accepted.

A submission may also be withdrawn in person by a firm or his authorized agent, provided his identity is made known and he signs a receipt for the RFQ submission. No submission may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.

**1.15. Rejection of Submission**

The City reserves the right to reject any and all submissions or any part thereof and shall have the right to ask for new submissions for the whole or parts, should they desire to do so.

Submissions will be rejected if:

- The Submission is not received by the Submission Opening Deadline.
- The Submission is not executed by a person authorized to enter into a contract for the company.
- The Firm is debarred or suspended from working on federal or other government projects.

The City reserves the right to waive any or all informalities or irregularities, and to reject non-conforming, non-responsive, or conditional submissions.

**1.16. Examination of Contract Documents**

Each firm shall thoroughly examine and be familiar with this document, specifications, etc. The submission shall constitute an acknowledgment that the firm has thoroughly examined and is familiar with the contract documents.



The failure or neglect of a firm to receive or examine any of the contract documents shall in no way relieve them from any obligations with respect to their submission or to the contract.

**1.17. Familiarization with the Type of Work**

Each prospective firm shall familiarize themselves with the Work, local labor conditions and all laws, regulations, and other factors affecting performance of the Work. Firm shall carefully correlate their observations with requirements of this Request and otherwise satisfy itself of the expense and difficulties attending performance of the Work. The submission will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

**1.18. Site Investigation**

The information contained in this document about topography, subsurface soils, subsurface structures, and any quantities based thereon, is furnished solely for the convenience of the firm as information available at the time. The accuracy of this information is not guaranteed and the firm is fully and solely responsible to verify pertinent information prior to submission time. Use of the information provided in no way relieves the firm or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

**1.19. Soils Testing Specifications**

The firm will be allowed to conduct soils investigations within the alignment of the proposed Work as they can be coordinated with the City of San Angelo Development Corporation and appropriate landowners during the submission preparation phase. All such investigations must be coordinated through the City of San Angelo Development Corporation.

**1.20. Subcontractors and Suppliers**

All submissions must include a list of proposed subcontractors and suppliers on the form included in the submission form section. Firms are strongly encouraged to explore utilizing area subcontractors and suppliers.

**1.21. Subcontractor Qualification**

Particular consideration will be given to the qualifications of each Subcontractor proposed to perform more than 5 percent (5%) of the Work.

The successful firm will submit to the City of San Angelo Development Corporation for acceptance a list of the names of subcontractors and such other persons and organizations (including those who are to furnish materials or equipment fabricated to a special design) identifying that portion of the Work to be performed by each subcontractor within fourteen (14) days of the issuance of Notice of Award.

The City of San Angelo Development Corporation will notify the successful firm in writing if there is objection to any subcontractor, person, or organization on such list.

The failure of the City of San Angelo Development Corporation to make any such objection prior to the execution and delivery of the Agreement shall constitute an acceptance of such Subcontractor, person, or organization. Such acceptance of a Subcontractor, person, or organization shall not: (1) constitute a waiver of any right of the City of San Angelo Development Corporation to reject defective Work, Material, or Equipment, or Work, Material, or Equipment not in conformance with the requirements of the Contract Documents; or (2) constitute a waiver of Contractor's complete and total liability for any defective Work, Material, or Equipment, or Work Material or Equipment not in conformance with the requirements of the Contract Documents whether or not provided by or performed by any such Subcontractor.

If the City of San Angelo Development Corporation registers objection to, and refuses to accept a Subcontractor, person, or organization list, the successful firm may either (1) submit an acceptable substitute or (2) withdraw his submission. If the City of San Angelo Development Corporation raises objection to a Subcontractor, person, or organization after the execution and delivery of the Agreement, the Contractor will submit an acceptable substitute and an appropriate Change Order shall be issued.

**1.22. Suppliers**

The list of Subcontractors shall also include the suppliers and manufacturers of the principal items of materials and equipment the firm expects to use in the Work.



### **1.23. Copies of Contract Documents**

The selected firm to whom a contract is awarded will be furnished, without cost, five (5) copies of the specifications and five (5) sets of the drawings, together with all addenda thereto. Additional copies of specifications and drawings may be obtained from the City of San Angelo Development Corporation for a fee.

### **1.24. Reservations**

Firm understands the City reserves the right to accept or reject any or all submissions, waive any irregular submission(s)/technicalities (if such waiver is in the best interest of the City and conforms to State and local laws and ordinances pertaining to the letting of construction contracts), and:

- Waive any defect, irregularity, or informality in any response or procedure.
- Extend the submission closing time and date.
- Reissue a bid invitation or proposal.
- Procure any item/service by other means.
- Increase or decrease the quantity specified, unless the firm specifies otherwise.

### **1.25. Certificate of Interested Parties (Form 1295)**

In 2015, the Texas Legislature adopted [House Bill 1295](#), which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

#### **Filing Process:**

On January 1, 2016, the ethics commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. **An authorized agent of the business entity must sign the printed copy of the form and have the form notarized.** The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

Information regarding how to use the filing application and the application are both available at [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm). Instructional videos are available under the heading Instructional Videos for Business Entities.

### **1.26. Taxes and Permits**

Attention is directed to the requirements of the General Conditions regarding payment of taxes and obtaining permits. All taxes that are lawfully assessed against the City or the selected firm in connection with the Work shall be paid by the firm. The bid prices shall include all such taxes and the costs of all required permits. The City is exempt from State Sales Tax.

### **1.27. Legal Venue**

Tom Green County, Texas

### **1.28. Claims for Overcharges**

Firm hereby assigns to City any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.



## **2. TYPE OF PROFESSIONAL SERVICES REQUIRED**

Services performed will include surveying services, streets, water infrastructure, stormwater and sewer infrastructure engineering services including franchise utility coordination, as combined or separate services, as required hereunder to provide engineering, planning, consultation, design, drafting and other related services for the City of San Angelo Development Corporation. All qualified firms or persons shall have current licenses as required under the State of Texas for the provision of services requested by COSADC.

The following professional firms should apply for consideration:

- Texas Licensed Engineers with proven background, training, and qualifications, meeting all requirements of this RFQ
- Engineers who have experience in similar sized projects
- Engineers who will be available to come to the City on a routine basis
- Engineers who have formed a strong, responsible team
- Registered Professional Land Surveyor licensed in the State of Texas
- Engineers with positive experience in Infrastructure programs

All qualified firms shall have current licenses as required under the State of Texas for the provision of services requested by the City.

### **2.1. Scope of Services**

The anticipated scope of services shall include, but not be limited to, the following:

**Training applicable COSADC staff about the project details including applications, materials, and processes**

**Preparing, attending , and presenting items or presentations to COSADC Board, COSADC staff or City Council**

**Consultation, design, engineering, drafting, planning, and costing processes relating to Infrastructure Services as outlined below:**

#### **Streets and street-related infrastructure**

- The duties to be performed by firm shall include, but not be limited to: the design of city streets including the complete excavation, removal, and replacement/rehabilitation of asphaltic surface, flexible base material, curb & gutter, drainage structures, signing, striping, sidewalks, lighting, traffic control and new streets.

#### **Water infrastructure**

- The duties to be performed by firm shall include, but not be limited to: the design of new or rehabilitation of existing water mains, valves, fire hydrants, and water service lines (up to the meter, property line or easement).

#### **Sewer infrastructure**

- The duties to be performed by firm shall include, but not be limited to: the design of new or rehabilitation of existing sewer mains, manholes, and sewer service lines (up to the property line or easement).

#### **Stormwater infrastructure**

- The duties to be performed by firm shall include, but not be limited to: the design, modeling and analysis of stormwater systems including open channels, detention ponds, underground storm drains, inlets, culverts and other stormwater facilities and drainage studies sufficient to meet City of San Angelo stormwater design and management requirements.

#### **Surveying services**



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- The duties to be performed by firm shall include, but not be limited to: conventional and GPS Surveying. These services include the horizontal and vertical locations of existing condition information for the engineering design of the proposed project. Additional services may include stake out of construction projects, boundary research and determination, and the right-of-way takings.

**Utility coordination of existing and proposed franchise utilities with utility, public, and private agencies.**

- The duties to be performed by firm shall include, but not be limited to: coordination of existing and proposed franchise utilities for the project. The Engineer is to contact all utility companies and governmental agencies having facilities within the project area and obtain necessary information on their existing and proposed facilities. The Engineer is to coordinate design activities with the respective utility companies/governmental agencies and the City of San Angelo Development Corporation Project Manager.

**Other duties as appropriate relating to Infrastructure/Capital Improvement Project (CIP) Services**



### **3. REQUEST FOR QUALIFICATION FORMAT**

In addition to all required forms and documentation, each firm must provide the following information:

#### **3.1. Executive Summary**

Executive summary on firm's letterhead transmitting all required RFQ information.

#### **3.2. Experience Profile**

Provide a profile of experience for the Firm and all members of the company who will be involved in the project. This section shall include, but not be limited to, the following:

1. Plan of Action Addressing the Scope of Work.
  - a. Work plan and timeline for accomplishing all outlined requirements.
  - b. Specific services your firm will provide and your firm's strategy to provide the services in a timely manner.
2. Firm Qualifications and References
  - a. The Consulting Firm's experience with street, water, and sewer infrastructure projects, requirements, regulations and surveying similar to those that are, or could be, required by COSADC. A listing of similar projects, dates of completion, and references shall be provided.
  - b. A discussion of the Firm's familiarity with the City of San Angelo and streets, water, and sewer infrastructure planning efforts as well as experience coordinating franchise utility relocation with public and private agencies.
  - c. The project approach to be utilized by the Firm to deliver the required services.
  - d. Identification of the proposed Project Manager designated by the firm to provide the services, as well as resumes of all key members of the firm who would be working with the COSADC and the City of San Angelo; how long the members of the firm have been working together and a list of similar projects that these individuals have worked on and completed.
  - e. References from present and former clients detailing completed projects.
  - f. Information on the current types and amounts of insurance carried, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage.

#### **3.3. Additional Information**

A Firm may submit information it desires to demonstrate its understanding of the proposed project; anticipated approach to the project or anything it considers pertinent to this RFQ, such as company literature or brochures; however, the submittal of these items is not required, and will not be considered in the evaluation process.

Any items submitted in addition to the above-referenced Statement of Qualifications shall be bound separately and will not be returned to the Respondent.



**4. SELECTION PROCESS**

All applications will be screened by an evaluation committee and those applicants selected for a short list may be invited to attend an interview, at the applicants own expense. COSADC shall not incur any costs for applicant preparation and/or submittal of response to this RFQ.

COSADC will evaluate all responses based on the qualifications, background, training, experience, and staff qualifications. COSADC reserves the right to negotiate the final fee schedule, prior to recommending any Consultant for a contract.

Selection Committee Members will likely include:

- Roland Pena, Executive Director
- Robert Schneeman, BREP Coordinator
- Russell Pehl, City Engineer
- Allison Strube, Assistant Water Utilities Director

The City's process is as follows:

- A. The selection committee shall screen and rate all of the responses that are submitted. Selection ratings will be based on 100-point scale. Ratings shall be based on the following criteria:

<u>Criteria</u>	<u>Description</u>	<u>Weight</u>
Applicable experience	Quantity and type of experience with similar projects, including size and scope of projects	35
Local and Area Expertise	Firm with established experience working in the City of San Angelo	20
Technical expertise	Expertise dealing with the technical issues important to the scope of services	20
Adequate resources	Sufficient available staff and equipment to complete the proposed work within a requested time frame.	15
Performance on past projects/reference	Success on previous projects in the way of project deadlines, quality, public relations and general cooperative nature of the firm.	10

- B. Interview (**Optional**): The selection committee will select the most qualified firm or firms and may invite them for an interview with members of the selection committee. Should an interview be requested, respondents should be prepared for a 30 minute meeting; 15 minutes of presentation and 15 minutes of questions and answers.
- C. COSADC staff will select the most qualified firm and begin contract negotiations.
- D. When services and fees are agreed upon, the selected firms shall be offered a consulting contract subject to COSADC Board and City Council approval.
- E. Should negotiations be unsuccessful, the COSADC shall enter into negotiations with the next, highest ranked Firm. The process shall continue until an agreement is reached with a qualified firm.



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- F. This RFQ does not commit COSADC to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending the interviews.





**5. NO BID REPLY**

DC-02-17 / Professional Services – Infrastructure & Engineering for Business & Industrial Park

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to [sapurch@cosatx.us](mailto:sapurch@cosatx.us) in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

We wish to:  **Remain On**  
 **Be Deleted From** the list of vendors for the City of San Angelo.

**A. We hereby submit a "No Bid" because:**

- 1. We are not interested in selling through the bid process.
- 2. We are unable to prepare the bid form in time to meet the due date.
- 3. We do not wish to bid under the terms and conditions of the agreement.  
 OBJECTIONS: \_\_\_\_\_  
 \_\_\_\_\_
- 4. We do not feel we can be competitive.
- 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- 7. We do not sell the items or provide the services requested.
- 8. Other: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Firm \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

*Thank you for your assistance!*



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## 6. RFQ SUBMITTAL FORMS

### Copies

Submit: One (1) unbound original (binder clips acceptable), four (4) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required documentation.

Please submit all forms in the following order:

- Contact Information (IRS Form W-9)
- Addendum Acknowledgment Form
- Disclosure of Certain Relationships Form
- Debarment and Suspension Certification
- List of References
- List of Proposed Subcontractors
- Draft Contract

**PLEASE RETURN ALL  
FORMS BEYOND THIS  
POINT**



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**Contact Information**

Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City, State Zip Code: \_\_\_\_\_

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Tax ID (attach IRS W-9): \_\_\_\_\_

Telephone: \_\_\_\_\_ FAX: \_\_\_\_\_

Email: \_\_\_\_\_



**Addendum Acknowledgement**

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____
Addendum No. 4 dated _____	Received _____
Addendum No. 5 dated _____	Received _____
Addendum No. 6 dated _____	Received _____

Please Print

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State Zip Code



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

## Disclosure of Certain Relationships

### NOTICE TO FIRMS

**Effective January 1, 2006**, Chapter 176 of the Texas Local Government Code requires that any firm or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at [https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm).

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://cosatx.us>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7<sup>th</sup> business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Bid proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

A handwritten signature in blue ink, appearing to read "Michelle Kelly".

Purchasing Manager



**CITY OF SAN ANGELO**  
PURCHASING DEPARTMENT  
72 West College Avenue, San Angelo, Texas 76903  
Tel: (325) 657-4219

**LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO**  
**As defined by Chapter 176 of the Texas Local Government Code**  
**(Revised 07/12/16)**

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Firms who submit bids/proposals), Local Government Officers are:

**City of San Angelo City Council:**

Mayor: Dwain Morrison, Mayor

Councilmembers: Bill Richardson, SMD 1  
Marty Self, SMD 2  
Harry Thomas, SMD 3  
Lucy Gonzales, SMD 4  
Lane Carter, SMD5  
Charlotte Farmer, SMD 6 (Mayor Pro Tem)

City Manager: Daniel Valenzuela

**City of San Angelo Development Corporation officers are:**

Tommy Hiebert - President  
Edward Carrasco - First Vice President  
Juan Flores - Second Vice President  
Scott Tankersley - Director  
Todd R. Kolls - Director  
Richard Crisp - Director  
John Edward Bariou, Jr. - Director

Executive Director: Roland Peña

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY	
Date Received	

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_

Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes       No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes       No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_

Signature of vendor doing business with the governmental entity

\_\_\_\_\_

Date





**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- \*\*\*
- (2) the vendor:
  - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
    - (i) a contract between the local governmental entity and vendor has been executed;
    - or
    - (ii) the local governmental entity is considering entering into a contract with the vendor;
  - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
    - (i) a contract between the local governmental entity and vendor has been executed; or
    - (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
  - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
  - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
  - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
  - (B) that the vendor has given one or more gifts described by Subsection (a); or
  - (C) of a family relationship with a local government officer.



**Debarment and Suspension Certification**

- (1) The prospective primary firm certifies to the best of its knowledge and belief that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
  
- (2) Where the prospective primary firm is unable to certify to any of the statements in this certification, such prospective primary firm shall attach an explanation to this bid proposal.

PROVIDER: \_\_\_\_\_

BY: \_\_\_\_\_  
Signature

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

## Debarment and Suspension Certification

### INSTRUCTIONS

1. By signing and submitting this proposal, the prospective firm is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective firm shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective firms to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective firm knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective firm shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective firm learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "firm," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective firm agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective firm further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment and Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A firm in a covered transaction may rely upon a certification of a prospective firm in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A firm may decide the method and frequency by which it determines the ineligibility of its principals. Each firm may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a firm is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a firm in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause.



**List of References**

References: List five (5) projects of similar size and scope; giving company's name, owner's representative name, project description, and telephone numbers for each.

**REFERENCE ONE**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Persons and Titles: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**REFERENCE TWO**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Persons and Titles: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_

**REFERENCE THREE**

Government/Company Name: \_\_\_\_\_  
Location: \_\_\_\_\_  
Contact Persons and Titles: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Scope of Work: \_\_\_\_\_  
Contract Period: \_\_\_\_\_  
Contract Amount: \_\_\_\_\_



**REFERENCE FOUR**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Persons and Titles: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**REFERENCE FIVE**

Government/Company Name: \_\_\_\_\_

Location: \_\_\_\_\_

Contact Persons and Titles: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Scope of Work: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Contract Amount: \_\_\_\_\_



**List of Proposed Subcontractors**

Provide a listing of all subcontractors and descriptions of the services provided by such parties that the company is likely to engage if it is selected. The Submittal should indicate the length of the relationship between the company and the subcontractor as well as the means by which the subcontractor was selected by the company (i.e. competitive selection process or sole sourcing).

**Firms are strongly encouraged to explore utilizing local subcontractors where available.** Make as many copies of this form as necessary to cover all categories of work.

\*\*\*\*\*

Category of Work: \_\_\_\_\_ % of Proposed Contract Amount: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Length of Relationship with Company: \_\_\_\_\_

Method for Selecting Company: \_\_\_\_\_

\*\*\*\*\*

Category of Work: \_\_\_\_\_ % of Proposed Contract Amount: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Length of Relationship with Company: \_\_\_\_\_

Method for Selecting Company: \_\_\_\_\_

\*\*\*\*\*

Category of Work: \_\_\_\_\_ % of Proposed Contract Amount: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Address, City, State, Zip: \_\_\_\_\_

Length of Relationship with Company: \_\_\_\_\_

Method for Selecting Company: \_\_\_\_\_

\*\*\*\*\*

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF SAN ANGELO DEVELOPMENT CORPORATION  
AND \_\_\_\_\_.**

This Professional Services Agreement (“Agreement”) is entered into by and between the City of San Angelo Development Corporation, a Texas municipal development corporation organized pursuant to the Texas Development Corporation Act (“COSADC”) and \_\_\_\_\_ (“Provider”), effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “Effective Date”).

**RECITALS**

**A.** COSADC issued a Request for Qualifications No. RFQ NO. DC-02-17 for Professional Engineering and Surveying Services for infrastructure for Phase 2 of the San Angelo Business & Industrial Park (“Services”) on January , 2017; Provider’s response thereto (“Response”) has been selected as a qualified Response for the provision of Services; and, Provider reaffirms all averments in Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

**B.** COSADC wishes to engage the services of Provider, and Provider wishes to perform Services for COSADC.

**C.** On \_\_\_\_\_, 20\_\_\_\_, the COSADC Board of Directors authorized the President of COSADC to negotiate and execute this Agreement subject to approval of the City Council for the City of San Angelo, under the terms and conditions set forth herein.

**D.** Provider’s representative executing this Agreement on behalf of Provider has full and complete authority of Provider’s governing body to bind Provider. The parties intend that this Agreement constitute the legal, valid and binding obligation of Provider and that this Agreement be enforceable in accordance with its terms.

**TERMS:**

**1. RECITALS:** The foregoing recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

**2. TERM:** The term of this Agreement shall be \_\_\_\_\_ (\_\_\_\_) days commencing on the Effective Date hereof. Work shall not commence until City provides Provider with a written notice to proceed, and shall be fully completed within \_\_\_\_\_ (\_\_\_\_) days thereafter.

**3. LIQUIDATED DAMAGES:** COSADC and Provider recognize that the time of performance is of the essence in this Contract and that COSADC will suffer financial loss if Work is not substantially complete within the time specified in Section 2. above, plus any extensions thereof allowed. Both parties hereto also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by COSADC if Work is not substantially complete on time. Accordingly, instead of requiring such proof, COSADC and Provider agree that a reasonable estimate of liquidated damages for any delay (but

not as a penalty) is, and that Provider shall pay COSADC as liquidated damages, the sum of \_\_\_\_\_ AND NO/100 (\$\_\_\_\_\_.) for each calendar day that expires after the time specified in Section 2., or extension thereof as provided in Section 3., until Work is substantially complete.

**4. SCOPE OF SERVICE:**

**A.** Provider agrees to provide the Professional Services described under the “Projected Scope of Work” of RFQ No. DC-02-17, attached hereto as **Exhibit “A”**, with the professional qualifications as described by Provider’s response to said RFQ and GENERAL COMPENSATION TERMS, attached hereto as **Exhibit “B”**

**B.** Provider represents and warrants to COSADC that throughout the term of this agreement and the performance of any professional services performed pursuant to this agreement that: (i) it possesses all qualifications, licenses and expertise required for the performance of Services; (ii) it is not delinquent in the payment of any sums due COSADC or City of San Angelo, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to COSADC; (iii) all personnel assigned to perform Services are and shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) Services will be performed in the manner described in Contract Documents; (v) services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by members of the same profession practicing in the same or similar locality and under the same or similar circumstances and professional license; and (vi) services provided under this Agreement shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent member of the same profession.

**5. COMPENSATION:**

**A.** The amount of compensation payable by COSADC to Provider shall be based on the price, rates and schedules described by **Task Order**, attached or to be attached hereto as **Exhibit “D”**, and incorporated into this Agreement for all purposes.

**B.** Unless otherwise specifically provided in **Exhibit “B”**, payment shall be made within thirty (30) days after receipt of Provider’s invoice, which shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should COSADC require one to be performed.

**6. CONTRACT DOCUMENTS:** The following documents from the COSADC of San Angelo are incorporated herein by reference for all purposes, as if fully set out verbatim:

This Agreement;  
RFQ NO. DC-02-17, **Exhibit “A”**;  
Insurance Requirements, **Exhibit “C”**  
Provider’s Response, **Exhibit “B”**;

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 15. “Resolution of Contract Disputes”, with a purpose to produce the intended results. The interpretations will be based on the following priorities:

This Professional Services Agreement;  
RFQ NO. DC-02-17; **Exhibit “A”**;  
Insurance Requirements, **Exhibit “C”**;  
Provider’s Response, **Exhibit “B”**

**7. OWNERSHIP OF DOCUMENTS:** Provider understands and agrees that any information, document, report or any other material whatsoever which is given by COSADC to Provider or which is otherwise obtained or prepared by Provider pursuant to or under the terms of this Agreement is, and shall at all times remain, the property of COSADC. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of COSADC, which may be withheld or conditioned by COSADC in its sole discretion. If COSADC modifies and/or uses the documents for any reason other than their intended use without Provider’s authorization, Provider shall be released from any liability associated with that use.

**8. AUDIT AND INSPECTION RIGHTS:**

**A.** COSADC may, at reasonable times, and for a period of up to three (3) years following the date of final payment by COSADC to Provider under this Agreement, audit, or cause to be audited, those books and records of Provider which are related to Primary Provider’s performance under this Agreement. Provider agrees to maintain all such books and records at its principal place of business for a period of three (3) years after final payment is made under this Agreement.

**B.** COSADC may, at reasonable times during the term hereof, inspect Provider’s Work and perform such tests, as COSADC deems reasonably necessary, to determine whether the Services required to be provided by Provider under this Agreement conform to the terms hereof and/or the terms found in **Exhibit “A”** and the contract documents. Provider shall make available to COSADC all reasonable access and assistance to facilitate the performance of tests or inspections by COSADC representatives.

**9. AWARD OF AGREEMENT:** Provider represents and warrants to COSADC that it has not employed or retained any person or company employed by COSADC or the City of San Angelo to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, percentage, brokerage fee, or gift of any kind contingent upon or in connection with the award of this Agreement.

**10. PUBLIC RECORD:** Provider understands that the public shall have access, at all reasonable times, to all documents and information pertaining to COSADC contracts, subject to the provisions of Chapter 552, Texas Government Code, and agrees to allow access by COSADC and the public to all documents pursuant to required disclosure under applicable law, subject to exceptions under law. Provider’s failure or refusal to comply with the provisions of this section shall result in the immediate cancellation of this Agreement by COSADC.

**11. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS:** This Agreement is expressly made subject to all applicable federal, state, county and COSADC laws, statutes, ordinances, rules, codes and regulations as set forth now or hereinafter adopted, enacted or



amended (collectively referred to as “Regulations”), including but not limited to: Regulations specifically applicable to Services provided and Work performed under this Agreement. All of the foregoing Regulations are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein. Provider agrees that all Services provided and Work to be performed under this Agreement shall be performed in strict compliance with such Regulations as they may be amended from time to time which may apply to Services provided and Work performed.

**12. INDEMNIFICATION.** To the fullest extent permitted by law, Provider shall indemnify, and hold harmless COSADC and its officials, employees and agents (collectively referred to as “Indemnitees”) and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses or liabilities (collectively referred to as “Liabilities”), plus reasonable attorney’s fees in proportion to Provider’s liability, by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a subcontractor or supplier committed by Provider or Provider’s agent, consultant under contract, or another entity over which Provider exercises control, or its employees, agents or sub-providers (collectively referred to as “Provider”) (ii) the negligent or intentional failure of Provider: to comply with any of the paragraphs herein; or to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Nothing herein shall require Provider to indemnify, defend, or hold harmless any Indemnitee for the Indemnitee’s own negligence or willful misconduct. Any and all indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted in regard to any acts or omissions of Provider in performing Services under this Agreement.

For Professional Liability Claims, Provider shall be liable for reasonable defense costs incurred by COSADC but only after final adjudication and to the extent and percent that Provider or Provider’s agents are found negligent or otherwise at fault.

**13. INSURANCE:** Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by COSADC of the types and in the amounts specified in Exhibit “C” attached hereto, which by this reference is incorporated into this Agreement for all purposes, and with insurers licensed to do business in Texas. All insurance required herein shall be drawn in the name of Provider, with COSADC, its board members, officers, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers’ Compensation and Professional Liability. Every policy required above shall be primary insurance. Any insurance or self-insurance benefits carried by COSADC, its officers, or its employees, shall be excess and not contributory to that provided by Provider. All such insurance, including renewals, shall be subject to the approval of COSADC for adequacy of protection and evidence of such coverage shall be furnished to COSADC on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be

canceled during the performance of Services under this Agreement without thirty (30) calendar days prior written notice to COSADC. Completed Certificates of Insurance shall be filed with City of San Angelo's Risk Manager at City Hall, 72 W. College Avenue, San Angelo, Texas 76903 prior to the performance of Services hereunder, provided, however, that Provider shall at any time upon request file duplicate copies of the policies of such insurance with COSADC.

The procurement of insurance coverage by Provider shall not be construed to be a limitation upon Provider's liability or as a full performance on its part of Provider's indemnification requirements under this Agreement. Provider's obligations are, notwithstanding any policy of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its activities conducted at or upon the premises. Failure of Provider to maintain adequate coverage shall not relieve Provider of any contractual responsibility or obligation.

Provider shall require its insurance carrier(s), with respect to all insurance policies, except for Professional Liability, to waive all rights of subrogation against COSADC, its board members, officers, agents, guests, invitees, consultants and employees.

Provider shall cause each subprovider and sub-subprovider of Provider to purchase and maintain insurance of the types and in the amounts specified in **Exhibit "C"** hereto. Provider shall require subproviders and sub-subproviders to furnish copies of certificates of insurance to Provider's Risk Manager evidencing coverage for each subprovider and sub-subprovider.

If, in the judgment of COSADC, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, COSADC reserves the right to require the provision by Provider of an amount of coverage different from the amounts or kinds previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Provider fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following COSADC's written notice, Provider shall be deemed in default of this Agreement.

**14. DEFAULT:** If Provider fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Provider shall be in default. Upon the occurrence of a default hereunder, COSADC, in addition to all remedies available to it by law, may immediately upon written notice to Provider, terminate this Agreement whereupon all payments, advances, or other compensation paid by COSADC to Provider while Provider was in default shall be immediately returned to COSADC. Provider understands and agrees that termination of this Agreement under this section shall not release Provider from any obligation accruing prior to the effective date of termination. Should Provider be unable or unwilling to commence to perform Services within the time provided or contemplated herein, then, in addition to the foregoing, Provider shall be liable to COSADC for all costs and expenses incurred by COSADC in preparation and negotiation of this Agreement, as well as all costs and expenses in the procurement of Services, including consequential and incidental damages.

**15. RESOLUTION OF CONTRACT DISPUTES:** Provider understands and agrees that all disputes between Provider and COSADC based upon an alleged violation of the terms of this Agreement by COSADC shall be submitted to the City of San Angelo ("City") City Manager for his resolution. Provider shall make a written request for resolution of the dispute (the "Request") to the City Manager or his designee (the "Official") for determination of the matter in dispute. The Request shall clearly state the disputed issue and include or incorporate by specific reference

all information or documents that Provider wants the Official to consider in reaching a determination. The Official shall issue a written notice of decision upon Provider's Request within the thirty (30) days of receipt of Provider's Request. If the Official cannot issue a decision within thirty (30) days of the receipt of Provider's Request, the Official shall notify Provider the date upon which a decision shall be issued. Submission of Provider's Request for determination of the dispute is a condition precedent to Provider's ability to engage in litigation against COSADC. If a decision is not issued by the date indicated by the Official or within ninety (90) days after the submission of Provider's written Request for determination, whichever occurs first, Provider will be deemed to have met the condition precedent required by this provision. Should the dispute be resolved through the submission of Provider's Request, the resolution of the dispute will be documented, if necessary, through a change to this Agreement in accordance with the provisions contained in this Agreement. Should the dispute fail to reach resolution through the submission of Provider's Request, the dispute shall be submitted to mediation at the sole discretion of COSADC. COSADC agrees that it shall make an election within no later than sixty (60) days after the issuance of a determination by the Official in response to Provider's Request, final completion, abandonment or termination of the Project, whichever is later. Such mediation shall be conducted by and between the parties in accordance with the AAA Rules of Mediation for Construction Cases then in effect. Provider understands and agrees that it shall continue to perform its Work under this Agreement unless further performance has been excused by termination of Provider or stopping Work is specifically allowed under the laws of the State of Texas. Provider understands that should a settlement be reached at mediation it is subject to the approval of the City Council. If either mediation is unsuccessful or COSADC elects not to proceed to mediation, then the dispute shall be submitted to litigation in keeping with the terms of this Agreement and the laws of the State of Texas.

**16. TERMINATION RIGHTS OF COSADC:**

**A.** COSADC shall have the right to terminate this Agreement, in its sole discretion, at any time, by giving written notice to Provider at least five (5) business days prior to the effective date of such termination. In such event, COSADC shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall COSADC be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

**B.** COSADC shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, COSADC shall not be obligated to pay any amounts to Provider and Provider shall reimburse to COSADC all amounts received by Provider under this Agreement.

**17. NONDISCRIMINATION:** Provider represents and warrants to COSADC that Provider does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with Provider's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. Provider further covenants that no otherwise qualified individual shall, solely by reason of his/her race, color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.

**18. ASSIGNMENT:** This Agreement shall not be assigned by Provider, in whole or in part, without the prior written consent of COSADC, which may be withheld or conditioned, in COSADC's sole discretion.

**19. NOTICES:** All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, addressed to the other party at the address indicated herein or to such other address as a party may designate by notice given as herein provided. Notice shall be deemed given on the day on which personally delivered; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earlier.

**TO COSADC:**

City of San Angelo Development Corporation  
Attn: Director of Economic Development  
69 N. Chadbourne.  
San Angelo, Texas 76903  
Phone: (325) 653-7197

**TO PROVIDER:**

Phone: \_\_\_\_\_

**20. AMENDMENTS:** COSADC or Provider may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of COSADC and Provider, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release COSADC or Provider from their respective obligations under this Agreement as amended.

**21. MISCELLANEOUS PROVISIONS:**

- A.** This Agreement shall be construed and enforced according to the laws of the State of Texas. This Agreement is governed by the laws of the State of Texas both as to interpretation and performance.
- B.** Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- C.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.
- D.** Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Texas or City of San Angelo, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.
- E.** This Agreement constitutes the sole and entire agreement between the parties hereto. No modification or amendment hereto shall be valid unless in writing and executed by properly authorized representatives of the parties hereto.
- F.** This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. The parties agree to submit to the exclusive jurisdiction of Texas State courts, and federal courts in the Northern District of Texas, and that venue for resolution of any contract dispute shall lie exclusively in Tom Green County, Texas.

**G.** This Agreement shall, in any dispute over its meaning or application, be interpreted fairly and reasonably, and not more strongly for or against either party.

**H.** Anything in this Agreement to the contrary notwithstanding, the provisions of this agreement relating to indemnity and any other provisions which by their nature should survive termination or expiration of this Agreement, shall so survive.

**22. SUCCESSORS AND ASSIGNS:** This Agreement shall be binding upon the parties hereto, their heirs, executors, legal representatives, successors, or assigns.

**23. INDEPENDENT CONTRACTOR:** Provider has been procured and is being engaged to provide Services to COSADC as an independent contractor, and not as an agent or employee of COSADC. Accordingly, Provider shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of COSADC, nor any rights generally afforded classified or unclassified employees. Provider further understands that Texas Workers' Compensation benefits available to employees of COSADC are not available to Provider, and agrees to provide workers' compensation insurance for any employee or agent of Provider rendering Services to COSADC under this Agreement.

**24. CONTINGENCY CLAUSE:** COSADC's funding for this Agreement is contingent on the availability of funds and continued authorization for program activities; and, this Agreement is subject to amendment or termination due to lack of funds, reduction of funds or change in regulations, upon thirty (30) days notice.

**25. REAFFIRMATION OF REPRESENTATIONS:** Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFQ \_\_\_\_\_. Provider warrants that at the time of execution of this Agreement, Provider has completed and filed with COSADC for acceptance and filing with the Texas Ethics Commission, a CERTIFICATE OF INTERESTED PARTIES, Ethics Commission Form 1295.

**26. DOCUMENTS OF INCORPORATION:** This Agreement is expressly made subject to all exhibits and attachments hereto, to all applicable federal, state and local laws, rules and regulations as of the Effective Date herein, and to any and all requirements, whether federal, state or local, verbal or written, placed upon COSADC. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

**27. ENTIRE AGREEMENT:** This instrument and its exhibits constitute the sole and only agreement of the parties relating to the subject matter hereof and correctly set forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

**28. COUNTERPARTS:** This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same agreement.

[Signature Page to Follow]



**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed by their respective officials thereunto duly authorized, this day and year above written.

CITY OF SAN ANGELO DEVELOPMENT

CORPORATION:

By: \_\_\_\_\_  
Tommy Hiebert, President

ATTEST:

\_\_\_\_\_  
Bryan Kendrick, Secretary

PROVIDER:

\_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Secretary

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Julia Antilley, Purchasing Manager

APPROVED AS TO FORM AND

\_\_\_\_\_  
Dan T. Saluri, Deputy City Attorney  
Manager

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Russell Pehl, City Engineer

APPROVED AS TO INSURANCE

\_\_\_\_\_  
Charles Hagen, Interim Risk

**EXHIBIT "A"**  
**RFQ \_\_\_\_\_**  
**SCOPE OF SERVICES**

SAMPLE

**EXHIBIT “B”**  
**Provider’s Response to RFQ \_\_\_\_\_**  
**AND GENERAL COMPENSATION TERMS**

Provider shall provide Services under this Agreement as specifically described, and under the special terms and conditions set forth in RFQ \_\_\_\_\_ and Task Order No. \_\_\_\_\_. Payments under this Agreement shall be in accordance with the payment schedule set out hereunder:

**PAYMENT OF COMPENSATION**

Provider shall submit to COSADC a monthly invoice which indicates work completed and hours of Services rendered by Provider. The invoice shall describe the amount of Services provided since the effective date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. COSADC shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If COSADC disputes any of Provider’s fees, COSADC shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

**REIMBURSEMENT FOR EXPENSES**

Provider shall not be reimbursed for any expenses unless authorized in writing by COSADC.

*(continued on following pages)*



**EXHIBIT “C”  
SPECIAL INSURANCE RIDER**

**TYPES AND AMOUNTS OF INSURANCE REQUIRED.** Provider shall obtain and continuously maintain in effect at all times during the term hereof, at Provider’s sole expense, insurance coverage as follows with limits not less than those set forth below:

**1.1 Commercial General Liability.** This policy shall be an occurrence-type policy and shall protect Provider and additional insureds against all claims arising from bodily injury, sickness, disease or death of any person (other than Provider’s employees) and damage to property of COSADC or others arising out of the act or omission of Provider or its agents and employees. This policy shall also include protection against claims for the contractual liability assumed by Provider under the paragraph of this Agreement entitled “Indemnification,” including completed operations, products liability, contractual coverage, broad form property coverage, explosion, collapse, underground, premises/operations, and independent contractors (to remain in force for two years after final payment). Coverage limits shall not be less than:

\$2,000,000.00	General Aggregate
\$1,000,000.00	Products – Completed Operations
\$1,000,000.00	Personal & Advertising Injury
\$1,000,000.00	Each Occurrence
\$ 100,000.00	Fire Damage (any one fire)

**1.2 Business Automobile Liability.** This policy shall be written in comprehensive form and shall protect Provider and the additional insureds against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles and shall cover operation on and off the premises of all motor vehicles licensed for highway use, whether they are owned, non-owned or hired. Coverage shall be as follows:

\$ 1,000,000.00	Combined Single Limit
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**1.3 Workers’ Compensation and Employer’s Liability.** If Provider hires any employees, Provider shall maintain Workers’ Compensation and Employer’s Liability insurance, which shall protect Provider against all claims under applicable state workers’ compensation laws and employer’s liability. The insured shall also be protected against claim for injury, disease or death of employees which for any reason, may not fall within the provisions of a workers’ compensation law. Coverage shall not be less than:

Statutory Amount	Workers’ Compensation
\$ 500,000.00	Employer’s Liability, Each Accident
\$ 500,000.00	Employer’s Liability, Disease - Each Employee
\$ 500,000.00	Employer’s Liability, Disease - Policy Limit

**1.4 Professional Liability.** This insurance shall include contractual liability in its coverage, and the coverage under this policy shall survive the term of this Agreement as long as any liability could be asserted. If the insurance is written on a claims-made form, it shall continue

for five (5) years following the completion of the performance or the attempted performance of the provisions of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this agreement. If the coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the effective date of coinciding with the effective date of this agreement the Construction Manager must purchase Extended Reporting (“Tail”) coverage for a minimum of five (5) years following the completion of the performance or the attempted performance of the provisions of this agreement, providing coverage in the amount of not be less than:

\$ 2,000,000.00                      Per Claim/Aggregate

If Provider uses contract labor, Provider shall require its sub-provider to maintain the above referenced coverage and furnish copies of certificates of insurance as required herein.

SAMPLE