

CITY OF SAN ANGELO REQUEST FOR QUALIFICATIONS

29th Street Sports Complex Renovation
Parks and Recreation

Professional Architectural Sports Complex Design

RFQ No: PK-01-17



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

Submittal Deadline
November 22, 2016, 2:00 PM Local Time

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INVITATION

General

The City of San Angelo Parks and Recreation Department is seeking a response to this Request for Qualifications (RFQ) for Texas licensed and qualified firms, with their design team, to furnish: planning, design, design drawings, cost estimating, and construction drawings for work at the 29th Street Complex site located at 3300 Riverside Golf Club Road. It is the intention of the City in going forward with this RFQ and selection process, to retain the services of the best-qualified professionals.

Our goal is to have five usable fields with one at 315' (fully functional baseball field) and the remaining fields (multi-functional) at 225' with the outfield fence.

The Parks Department has identified a list of needs for this new and/or renovated complex:

- four multi-purpose fields
- one fully functional baseball field
- concession and restroom facilities
- covered spectator bleachers for each field (meeting ADA/safety standards)
- concrete walkways
- scoreboards for each field
- fencing with backstops and dugouts for each field
- lighted parking lot
- lights for each field
- new fencing around the complex and lockable gates for entry
- irrigation system to water each field

The sports complex is owned by the Army Corp of Engineers and its current situation is as follows:

- approximately 30 acres with over 500' of frontage on the North Concho River
- one practice field with a grass infield, lights and scoreboard are currently being used
- one baseball field with bases at 60'-90' with a fence distance of approximately 300'
- one tee ball field with a backstop
- two fields with bases set at 60', gravel infields, and open outfields
- all fences for fields and parking lot area are in need of repair or replacement
- all bleachers need to be replaced and brought up to ADA / safety standards
- some concrete sidewalks and paving around the concession building may be salvageable
- concession and restroom area sits on a hill overlooking the surrounding fields
- irrigation system created to water 8 fields is in disrepair and needs renovation / replacement



Document Availability

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

- o Bid Information > RFQ: PK-01-17/Professional Services – 29th Street Sports Complex Design

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 **November 22, 2016, 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), two (2) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFQ forms.

Delivery Addresses

City of San Angelo
Purchasing Division, RFQ: PK-01-17
72 W. College Ave., Suite 330
San Angelo, Texas 76903

Mark Sealed Envelope: "RFQ NO. PK-01-17/ Professional Services – 29th Street Sports Complex Design"

Addenda

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

Rejection of Submissions

The City of San Angelo reserves the right to reject all RFQ responses, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional responses.



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

Points of Contact

Candice Blake, Specialist

Purchasing Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4219

Brent Casey, Recreation Manager

City of San Angelo
702 S. Chadbourne St.
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 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.

1.2. Restrictions on Communication

- A. Firms should not communicate with: 1) elected City officials 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. 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. **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. Firm is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal Addenda will be binding;

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 Council agenda date. 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. City reserves the right to contact any Firm to negotiate if it is deemed desirable by the City. Such negotiations initiated by 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 applicant is involved in any litigation against the City of San Angelo
- The applicant is in arrears on any existing contract or has defaulted on a previous contract with the City
- The applicant is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs



1.4. Confidentiality

All responses submitted shall remain confidential. After selection of a firm, submissions will be made available for public inspection. The City 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. Selection

The City reserves the right to accept or reject any or all submissions, and to waive any informalities or irregularities in the RFQ process.

The City will select the most highly qualified provider(s)/team(s) of the requested services based on demonstrated competence and qualifications.

1.6. Proposed Terms of the Agreement

The term of the Agreement will be negotiated with the selected firm.

1.7. 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 the City 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.

1.8. Equal Employment Opportunity

All Firms must be equal opportunity employers. Disadvantaged and minority respondents are encouraged to participate in this RFQ. Firms must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, national origin, age, or disability.

1.9. 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.

1.10. 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 submitter is not required to acknowledge receipt of Addenda but shall include all addenda in submitter'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 submitter. Failure to consider all Addenda prior to submitting a submission shall be at the risk of the submitter.

1.11. Withdrawal of Submission



Submissions may be modified or withdrawn by contacting the Purchasing Department and requesting withdrawal any time prior to opening of submissions. Notice must be in writing. Notices by email, fax, or phone will not be accepted.

1.12. 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 Submitter is debarred or suspended from working on federal or other government projects.

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

1.13. Examination of Contract Documents

Each submitter shall thoroughly examine and be familiar with this document, specifications, etc. The submission shall constitute an acknowledgment that the submitter has thoroughly examined and is familiar with the contract documents. The failure or neglect of a submitter to receive or examine any of the contract documents shall in no way relieve him from any obligations with respect to his submission or to the contract.

1.14. Familiarization with the Type of Work

Each prospective submitter shall familiarize himself 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 himself of the expense and difficulties attending performance of the Work. The submission will constitute a representation of compliance by the submitter. There will be no subsequent financial adjustment for lack of such familiarization.

1.15. 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 submitter as information available at the time. The accuracy of this information is not guaranteed and the submitter is fully and solely responsible to verify pertinent information prior to submission time. Use of the information provided in no way relieves the submitter or others of any responsibility for loss due to inaccuracies or deviations which may be encountered.

1.16. Soils Testing Specifications

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

1.17. Subcontractors and Suppliers

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

1.18. 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 submitter will submit to the City 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 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 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 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 registers objection to, and refuses to accept a Subcontractor, person, or organization list, the successful submitter may either (1) submit an acceptable substitute or (2) withdraw his submission. If the City 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.

1.19. Suppliers

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

1.20. Copies of Contract Documents

The selected submitter to whom a contract is awarded will be furnished, without cost to him, 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 for a fee.

1.21. Reservation

Submitter understands the City reserves the right to reject any irregular submission(s) and the right to waive 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.



2. TYPE OF PROFESSIONAL SERVICES REQUIRED

The following professionals should apply for consideration – **architects, landscape architects, or engineers** with experience in sports complex design and associated projects that relate to the goals and objectives of this RFQ.

- Texas Licensed Architects/Engineers with proven background, training, and qualifications, meeting all requirements of this RFQ
- Architects/Engineers who have experience in similar sized, multi-field sports complexes
- Architects/Engineers with positive experience in Project Cost Estimating (note: do not provide any Firm fees or estimates, project cost estimate only)
- Architects/Engineers who will be available to come to the City on a routine basis
- Architects/Engineers who have formed a strong, responsible team

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

- A. Visit with appropriate staff, board, volunteers, City Officials, and other stakeholders/interested parties and assess the overall objectives for the project. Including obtaining approval from Army Corps of Engineers.
- B. Work will include, but is not limited to:
 - Review of facility background, history, studies, reports, and drawings
 - Physical inspection of the building and fields to include evaluation and assessment of existing conditions of site and amenities
- C. Create architectural plans, construction documents, and general estimate for costs (must not include Firm's fees), both direct and indirect, for the overall objectives, including issues of maintenance/operating costs and future sustainability. Deliverables may include illustrations and materials suitable for marketing of, and fundraising for, the project.
- D. Professional services will be project specific and may include, but are not limited to:
 - Finalize project program and conceptual design
 - Schematic design and preliminary budget estimate for general scope of work
 - Design development of plans with an updated budget estimate
 - Engineering design services for mechanical, electrical, plumbing, structural, and civil engineering as needed
 - Construction documents for bidding phase (drawing and specifications)
 - Limited bidding phase services
 - Contract administration



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 firm who will be involved in the project. This section shall include, but not be limited to, the following:

- i. The firm's experience with multi-field sports complexes with energy efficient facilities. A listing of similar projects, dates of completion, budgets, and references must be provided.
- ii. Resumes of all key members of the firm who would be working on projects; length of time the members of the firm have been working together and a list of similar projects they have worked on and completed.
- iii. The list of proposed subcontractors, their area of expertise, and similar projects that the individuals have completed.

3.3. Insurance Coverages

Provide information on the types and amounts of insurance carried by the Firm, including General Liability, Auto Coverage, Worker's Compensation, and Professional Liability Coverage.

3.4. 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.



4. SELECTION PROCESS

The City's process is as follows:

- A. The selection committee (composed of professional site staff, recreation board members, and other officials associated with the project) shall screen and rate all of the responses that are submitted.
- B. The selection committee may invite the most qualified firm(s) for an interview with members of the selection committee at the applicants' own expense. The City shall not incur any costs for applicant preparation and/or submittal of submission.
- C. Should an interview be requested, firms should be prepared for up to 30 minutes of presentation and 30 minutes of questions and answers.
- D. City staff will select the most qualified firm and begin contract negotiations.
- E. When services and fees are agreed upon, the selected Firm shall be offered a contract subject to City Council approval.
- F. Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Firm. The process shall continue until an agreement is reached with a qualified firm.
- G. This RFQ does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalists shall pay their own costs incurred in preparing for, traveling to, and attending the interviews.

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

In assessing the qualifications and choosing a firm for this project, a committee composed of the Parks and Recreation staff and board, and local officials, will assess a firm's talents and experiences in these relevant areas:

- 1. Experience designing projects of a similar size and nature with aesthetic appeal, functionality, ease of maintenance, durability, etc.
- 2. Experience with development of a new sports complex/renovations to an existing sports complex meeting ADA requirements
- 3. Ability to develop a project scope of work that meets budgetary and schedule requirements
- 4. Past experience with state or local governments or school districts

Selection ratings will be based on **100-point scale**. Ratings shall be based on the following criteria:

- 1. Design team experience 25 Points
- 2. Experience with projects of a similar nature..... 30 Points
- 3. Ability to design a project to meet the budget 25 Points
- 4. Experience working with municipalities..... 10 Points
- 5. Professional references 10 Points



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

5. ADDITIONAL DOCUMENTS

1. Site Plan Sketch
2. Photographs of Current Complex



6. NO BID REPLY

For PK-01-17 / Professional Services – 29th Street Sports Complex Design

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 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!



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7. RFQ SUBMITTAL FORMS

Copies

Submit: One (1) unbound original (binder clips acceptable, two (2) bound copies (binders, staples or binder clips are acceptable) and one (1) copy in PDF format on USB Flash Drive of all required RFQ forms.

Please submit all forms in the following order:

- Contact Information
- Addendum Acknowledgment Form
- Disclosure of Certain Relationships Form
- Debarment and Suspension Certification
- Local Preference Consideration Application
- Firm Compliance With Reciprocity on Non-Resident Firms
- References
- List of Proposed Subcontractors
- Draft Contract



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

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.

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 7th 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.

Business Name _____

Date

By: _____
Name and Title of Authorized Representative

Signature of Authorized Representative

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.



Local Preference Consideration

Section 271.9051 of the Texas Local Government Code “CONSIDERATION OF LOCATION OF RESPONDENTS PRINCIPAL PLACE OF BUSINESS”:

In accordance with Section 271.9051 of the Texas Local Government Code, if a local government receives one or more competitive sealed bids from a firm whose principal place of business is in the municipality and whose bid is within five (5%) percent of the lowest bid price received from a firm who is not a resident of the municipality, on contracts less than \$500,000 and three percent (3%) on contracts over \$500,000.00 the municipality may enter into a contract with (a) the lowest firm or (b) the firm whose principal place of business is in the municipality if the governing body of the local government determines, in writing, that the local firm offers the local government the best combination of contract price and additional economic development opportunities for the local government created by the contract award, including the employment of residents of the local government and increased tax revenues to the local government.

Local Preference Consideration DOES NOT apply to Construction Projects over \$100,000 or Telecommunication and Information Technology Bids/Purchases.

If you DO NOT have your principal place of business located within the City of San Angelo city limits – STOP – do not fill out this form.

This “Application for Local Preference Consideration” does *not* mean that the City of San Angelo is limiting responses to this request for bids/proposals to only those businesses located within the city limits. All bids/proposals are welcome.

Respondents who wish to qualify under the local preferences law must have their principal place of business located within the San Angelo city limits.

If your principal place of business is within the San Angelo city limits and you want to apply for local preference consideration, then you must:

1. Complete the **Local Preference Consideration Application, and**
2. ***Describe in writing and attach supporting documentation***, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.



Local Preference Consideration Application

Business Name: _____

Physical Address: _____

Mailing Address: _____

City, State, Zip Code: _____

Business Type:

- Corporation – Indicate state of incorporation _____
- Partnership – Indicate “general” or “limited” _____
- Sole proprietorship _____

Attachments: *Describe in writing, and attach supporting documentation*, the additional economic development opportunities for the City of San Angelo that will be created if you are awarded this contract. Include the number of City of San Angelo residents that you will employ to complete this contract and the increased tax revenues that will be generated for the City of San Angelo if you are awarded this contract.

CERTIFICATION: I hereby certify under penalty of perjury that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and if requested by the city will provide, within 10 days of notice, the necessary documents to substantiate the information provided.

(Please print)

 Authorized Representative Signature

 Printed Name

 Title

 Date

(Attach description and documentation of economic impact as outlined on previous page)

Firm Compliance with Reciprocity on Non-Resident Firms

Texas Government Code 2252.002 provides that, in order to be awarded a contract as low firm, a non-resident firm must bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident firm by the same amount that a Texas resident firm would be required to underbid a non-resident firm in order to obtain a comparable contract in the state in which the non-resident’s principal place of business is located. A non-resident firm is a contractor whose corporate offices or principal place of business is outside of the state of Texas. This requirement does not apply to a contract involving Federal funds. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident firms in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that firm. Resident firms must check the blank in Section B.

A. Non-resident Firms in _____(give state), our principal place of business, are required to be _____ percent lower than resident firms by state law. A copy of the statute is attached.

Non-resident Firms in _____(give state), our principal place of business, are not required to underbid resident firms.

B. Our principal place of business or corporate offices are in the State of Texas: _____.

FIRM:

(Please print)

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code



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. References must be provided for owners of similar size and scope as the proposed City project.

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: _____

Draft Contract

Please review the included draft contract, redline and make changes to any terms you cannot abide by, and return with your submission.

_____ I have read and can comply with all contract terms. I am not returning the draft contract.

_____ I have read the contract terms, revised those I cannot comply with, and have included a copy with my submission.

Signature

Date

This Professional Services Agreement (“Agreement”) is entered into by and between the City of San Angelo, a Texas home-rule municipal corporation (“City”) and _____, a _____ (“Provider”), effective as of the _____ day of _____, 20____ (the Effective Date).

RECITAL

A. City issued a Request for Qualifications No. PK-01-17 Professional Services – 29th Street Sports Complex Design (“RFQ PK-01-17”), for professional _____ services (“Services”) on the 29th Street Sports Complex; Provider’s response thereto (“Response”) has been selected as the most qualified Response for the provision of Services; and, Provider reaffirms all averments in the Response, which is incorporated into this Agreement by reference thereto as if fully set forth herein.

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

C. On _____, 20__, the City Council of the City of San Angelo authorized the City Manager to negotiate and execute this Agreement, under the terms and conditions set forth herein.

D. The 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 shall begin upon the execution of this Agreement and continue through completion of the activities outlined in the Scope of Services set forth herein and in **Exhibit “A”** attached hereto, and made part of this Agreement for all purposes. Performance of the Services shall be conducted within the time period described in the schedule set forth in **Exhibit “A”**.

3. **SCOPE OF SERVICE:**

A. Provider agrees to provide Services as specifically described, and under the special terms, schedule(s) for performance and conditions set forth herein and in **Exhibit “A”** attached hereto, and made a part of this Agreement for all purposes.

B. Provider acknowledges to City 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 City, including but not limited to payment of permit fees or occupational licenses, nor in the performance of any obligations to City; (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; and (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; (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.

4. **COMPENSATION:** Provider warrants that it has reviewed City’s requirements and has asked such questions and conducted such other inquiries as Provider deemed necessary in order to determine the price Provider will charge to provide Services to be performed under this Agreement.

A. The amount of compensation payable by City to Provider shall be based on the rates and schedules or total price described in **Exhibit “B”** hereto, which by this reference is incorporated into this Agreement.

B. Provider shall submit to City 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. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If City disputes any of Provider's fees, City shall give written notice to Provider within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

C. Invoices shall be accompanied by sufficient supporting documentation and contain sufficient detail, to allow a proper audit of expenditures, should City require one to be performed.

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

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

1. RFQ PK-01-17, (**Exhibit "A"**) ;
2. Provider's Response to RFQ PK-01-17, (**Exhibit "B"**);
3. Special Insurance Rider, (**Exhibit "C"**)

In the event of conflicts or discrepancies between the Contract Documents, the conflict or discrepancy will be resolved as provided under this Agreement, Section 14. "Resolution of Contract Disputes", with a purpose to produce the intended results. The interpretations will be based on the following priorities:

1. This Professional Services Agreement;
2. RFQ PK-01-17, (**Exhibit "A"**);
3. Provider's Response to RFQ PK-01-17, (**Exhibit "B"**)

6. OWNERSHIP OF DOCUMENTS: Provider understands and agrees that any information, document, report or any other material whatsoever which is given by City 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 City. Provider agrees not to use any such information, document, report or material for any other purpose whatsoever without the written consent of City, which may be withheld or conditioned by City in its sole discretion.

7. AUDIT AND INSPECTION RIGHTS:



A. City may, at reasonable times, and for a period of not less than five (5) years following the date of final payment by City 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 five (5) years after final payment is made under this Agreement.

B. City may, at reasonable times during the term hereof, inspect Provider's Work and perform such tests, as City deems reasonably necessary, to determine whether the goods or 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 City all reasonable access and assistance to facilitate the performance of tests or inspections by City representatives.

8. AWARD OF AGREEMENT: Provider represents and warrants to City that it has not employed or retained any person or company employed by City 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.

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

10. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS: This Agreement is expressly made subject to all applicable federal, state, county and City 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.

11. INDEMNIFICATION AND INSURANCE INDEMNIFICATION AND INSURANCE. Provider shall indemnify, defend and hold harmless City and its officials, employees (collectively referred to as “Indemnitees”) and each of them from and against damages, claims, expenses (including reasonable attorney’s fees) or liabilities (collectively referred to as “Liabilities”) 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 (whether active or passive) of Provider or its employees, or sub-providers (collectively referred to as “Provider”) (ii) the failure of Provider to comply with any of the paragraphs herein or the failure of Provider 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. Provider expressly agrees to indemnify and hold harmless the Indemnitees, or any of them, from and against all liabilities which may be asserted by an employee or former employee of Provider, or any of its sub-providers, as provided above, for which Provider’s liability to such employee or former employee would otherwise be limited to payments under State Workers’ Compensation or similar laws. 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 City but only after final adjudication and to the extent and percent that Provider or Provider’s agents are found negligent or otherwise at fault.

12. INSURANCE: Provider shall, at all times during the term hereof, maintain such insurance coverage as may be required by City 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 City, its council members, board and commission members, officials, agents, guests, invitees, consultants and employees named as additional insureds, except on coverage for Workers’ Compensation. All such insurance, including renewals, shall be subject to the approval of City for adequacy of protection and evidence of such coverage shall be furnished to City 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 City. Completed Certificates of Insurance shall be filed with City’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 City.

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, to waive all rights of subrogation against City, its council members, board and commission members, officials, 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 City, prevailing conditions warrant the provision by Provider of additional liability insurance coverage or coverage which is different in kind, City 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 City's written notice, Provider shall be deemed in default of this Agreement.

13. 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, City, 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 City to Provider while Provider was in default shall be immediately returned to City. 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 City for all costs and expenses incurred by City in preparation and negotiation of this Agreement, as well as all costs and expenses in the procurement of Services, including consequential and incidental damages.

14. RESOLUTION OF CONTRACT DISPUTES: Provider understands and agrees that all disputes between Provider and City based upon an alleged violation of the terms of this Agreement by

City shall be submitted to the 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 City. 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 City. City 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 City 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.

15. TERMINATION RIGHTS OF CITY:

A. City 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, City shall pay to Provider compensation for services rendered and expenses incurred prior to the effective date of termination. In no event shall City be liable to Provider for any additional compensation, other than that provided herein, or for any consequential or incidental damages.

B. City shall have the right to terminate this Agreement, without notice to Provider, upon the occurrence of an event of default hereunder. In such event, City shall not be obligated to pay any



amounts to Provider and Provider shall reimburse to City all amounts received by Provider under this Agreement.

16. NONDISCRIMINATION: Provider represents and warrants to City 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.

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

18. 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 CITY:

City of San Angelo
 Attn: _____
 72 W. College Ave.
 San Angelo, Texas 76903
 Phone: (325) 657-_____

TO PROVIDER:

 Attn: _____

 Phone: _____

19. AMENDMENTS: City 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 City and Provider, and approved by City. Such amendments shall not invalidate this Agreement, nor relieve or release City or Provider from their respective obligations under this Agreement.

20. 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. Venue for any cause of action arising under this Agreement is 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.

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

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

23. CONTINGENCY CLAUSE: City'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.



24. REAFFIRMATION OF REPRESENTATIONS: Provider hereby acknowledges and reaffirms all of the representations contained in this Agreement and RFQ PK-01-17.

25. 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 City. All the foregoing are hereby made a part of this Agreement and incorporated herein by reference as if fully set out herein.

26. 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.

27. 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.

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”
CITY OF SAN ANGELO,
a municipal corporation of the State of Texas

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

“Provider”

By: _____
_____, _____

ATTEST:

Secretary

EXHIBIT "A"
RFQ PK-01-17 - SCOPE OF SERVICES



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

EXHIBIT "B"

COMPENSATION

PROVIDER'S RESPONSE TO RFQ NO. PK-01-17

[Provider's Rates or Full Price are set forth in the Response on the following pages]

EXHIBIT “C”

SPECIAL INSURANCE RIDER

1. **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 City 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 Limits
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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. Limit of liability per claim shall not be less than:

\$ 2,000,000.00	Combined Single Limits
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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.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF SAN ANGELO, TEXAS**

AND _____

RFQ PK-01-17

APPROVED AS TO CONTENT:

APPROVED AS TO CONTENT:

APPROVED AS TO FORM AND
CORRECTNESS:

Theresa James, City Attorney

APPROVED AS TO INSURANCE
REQUIREMENTS:

Charles Hagen, Risk Manager