

REQUEST FOR QUALIFICATIONS PROFESSIONAL SERVICES

Architectural / Engineering Services for Park Design of the Bryan Regional Athletic Complex (a.k.a. BRAC)



Request for Qualifications (RFQ) # 16-014
DUE DATE: Thursday, January 28, 2016
@ 2:00 P.M. C.S.T.

CITY OF BRYAN
Purchasing Department
1309 E. Martin Luther King St.
Bryan, TX 77803
979-209-5500
www.bryantx.gov

Disclosure Requirements

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Bryan, including affiliations and business and financial relationships such persons may have with City of Bryan officers. An explanation of the requirements of Chapter 176, applicable forms and a complete text of the new law are available at: <http://tlo2.tlc.state.tx.us/statutes/lg.toc.htm>. If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 1309 E. MLK St., Bryan, Texas 77803 or call (979)209-5500.

BY DOING BUSINESS OR SEEKING TO DO BUSINESS WITH THE CITY OF BRYAN, YOU ACKNOWLEDGE THAT YOU HAVE BEEN NOTIFIED OF THE REQUIREMENTS OF CHAPTER 176 OF THE TEXAS LOCAL GOVERNMENT CODE AND THAT YOU ARE SOLELY RESPONSIBLE FOR COMPLYING WITH THEM.

DISCLOSURE OF INTERESTED PARTIES

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. The process as implemented by the Commission is as follows:

1. A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number.
2. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the city “at the time the business entity submits the signed contract” to the city.
3. The city must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

For more information regarding how to file Form 1295, please click on the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

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GENERAL INFORMATION

Background – City

The City of Bryan is located in central Texas Brazos County between Austin and Houston. The City was incorporated in 1872. The original square-mile town site now consists of more than 43.4 square miles. Based upon the most recent population estimates, Bryan has a population of 82,014. The community also is home to Texas A & M University and Blinn College, which when combined, includes over 60,000 college students.

The City is a home-rule city that operates under the council-manager form of government. The City provides a full range of municipal services as prescribed by statute or charter. These services include police, fire and emergency medical services, parks and recreational facilities, library services, street maintenance and construction, public improvements, general administrative services, and electrical, water, sewer, and sanitation systems.

City Charter, City Council minutes, budget information, maps and a wealth of miscellaneous information about the City can be found online at www.bryantx.gov.

Background

The Bryan Regional Athletic Complex (BRAC) is a popular City facility used for tournaments of different athletic types, including local and regional play. BRAC is located on the north edge of the city limits near the junction of Texas Highway 6 and Texas Business 6 (Texas Avenue); south of the junction between North Texas Avenue and the Texas Highway 6 south frontage road. (See **EXHIBIT A**)

The BRAC area is comprised of over 137 acres: Brazos Central Appraisal District (BCAD) Property ID 96936 at 89.28 acres and BCAD Property ID 33589 at 48.126 acres. The property includes the following amenities: four (4) lighted adult softball fields, concession stand, two (2) lighted little league baseball field, one (1) T-ball field, four (4) lighted soccer fields, two (2) lighted tennis courts, one (1) lighted basketball court, two (2) sand volleyball courts, two (2) pavilions, two (2) playground units, a ½ mile walking/nature trails, a wildflower area, public restrooms, and multiple parking areas.

The BRAC softball complex has hosted several tournaments this past year, including:

Date	Event	Number of Teams	Estimated Number of Participants
February 21, 2015	Texas A&M Kickball Tournament	12	96
March 28, 2015	Horning Chou Softball Tournament	10	80
April 11-12, 2015	ASA Challenge Series	50	450
May 1-3, 2015	Budweiser Softball Festival	300	2,700
June 19-20, 2015	VTD Girl's Softball Tournament	175	1,575
June 27-28, 2015	ASA Girl's 14 & Under Qualifier	20	180
July 18, 2015	Normangee UPC Softball Tournament	7	63
August 7-9, 2015	ASA/GSA Men's 40+ Softball Tournament	15	135
August 14-16, 2015	ASA/GSA State Softball Tournament	30	270
October 24-25, 2015	ASA Challenge Series	50	450
November 20-22, 2015	Budweiser Softball Festival	250	2,250

INTENT AND SCOPE OF WORK

The City is considering expanding the Bryan Regional Athletic Complex (BRAC) and making improvements to existing facilities and amenities. The City is seeking a firm to first provide the design, and a preliminary engineering report, of BRAC improvements and enhancements. If the design and report are accepted by City Council, then the firm would need to provide construction design, specifications and bid documents.

Through this Request for Qualifications (RFQ), the City will evaluate firms with expertise in park design, especially as related to active recreation, such as softball/baseball, soccer, and football. However, other amenities, such as an inclusive playground, pickleball courts, trails, park renovations, may be considered for the park expansion, and consequently, a firm with a wide-range of park design experience is preferred. The design should be pedestrian and bicycle friendly.

Most recently, the City has reviewed possible new/additional amenities for BRAC including:

- Improvements to existing facilities, including other amenity improvements (e.g., parking areas, concession facilities, roadway, etc.)
- Baseball/softball fields
- Soccer fields
- Football fields
- Multi-use fields (e.g., combination football and soccer fields)
- Trails
- Pickleball
- Inclusive playground
- Parking areas

The new/additional amenities (conceptual plan) are attached as Exhibit C.

Proposals should consider that BRAC should be designed to attract out of town visitors through tournaments and other activities as well as being suitable for local use, appealing to all age groups. BRAC is considered a family-friendly place and improvements/enhancement should complement the current environment.

In seeking a design firm, the City is looking for a qualified firm, with prior experience in the design of park facilities, including construction ready documents.

The design firm will need to work with the City staff during the design phase, to develop the conceptual design, to develop preliminary engineering report, to ensure the feasibility and constructability of the Project design, and to assist in bringing the estimated construction cost of the Project within reasonably accepted industry standard costs.

The selected firm will prepare a master plan and construction and bid documents for the project and will have full responsibility for complying with the requirements of Chapter 1051, Subtitle B of the Texas Occupations Code (Regulation of Architecture and Related Practices).

The City desires that respondents address the following criteria:

- 1) Demonstrated capability, as a company, to perform the design services based upon successfully completed similar projects without legal, technical, or safety problems.

- 2) Capability to provide the resources, including financial and staffing, necessary to meet the design requirements and project oversight.
- 3) Recent experience with project cost estimates and project schedule adherence with the proposed design services.
- 4) Past performance on similar projects with this or other local municipality publicly funded projects.
- 5) Qualifications and experience of the team members proposed to manage the project as evidenced by the resumes of the proposed personnel. Only those personnel who will be directly involved in and assigned to this project shall be submitted with their role clearly indicated.
- 6) Knowledge of current construction methodologies and technology, including warranty item management, alternative construction methods, and non-traditional and cost-effective construction methods appropriate for the use in this project.
- 7) Quality of references, especially municipal references, from past customers of the respondent.
- 8) Timeline for the BRAC design services.
- 9) Anticipated timeline for the construction of the proposed design for both a phased approach and as a single project.

Scope of Work:

A. Project Scope, Schedule: Information about scope and schedule follows:

- 1) Scope of Work: The scope of services is to be in two phases. The first is to provide a master plan and a preliminary engineering report for the Bryan Regional Athletic Complex. The design should consider local and regional uses, including a variety of athletic activities. The second phase is to provide construction drawings, specifications and bid documents for either phased or single project construction. The following are work tasks assumed necessary to complete this project.
 - Meet with City staff, and the City's representatives, to review the scope of the projects, establish design standards, and become familiar with any concerns.
 - Prepare design standards to allow for multiple phases with each phase being a stand-alone project or all phases being completed at the same time.
 - Follow all applicable codes, which include but is not limited to the following:
 - 1) National Electrical Code, especially article 680.
 - 2) Texas Department of State Health Services Title 25, Part 1, Chapter 265 Rules for the Design and Construction of Public Bathing Facilities.
 - 3) Texas Department of State Health Services Title 25, Part 1, Chapter 265 Subchapter M, Public Interactive Water Features and Fountains.
 - 4) International Code Council, Building Code-Public Swimming Pools.
 - 5) Americans with Disabilities Act (ADA) and Texas Accessibility Standards (TAS).
 - 6) Occupational Safety and Health Act (OSHA) especially as it relates to chemical handling and storage.

- In addition there are dozens of applicable American Society for Testing Materials (ASTM) and National Sanitation Foundation (NSF) standards which are to be considered.
- 2) Following selection, the firm shall develop designs, submitting all design elements for review and determination of scope and code compliance to the City before a construction bid/proposal is considered.
 - 3) An engineer shall have responsibility for compliance with the engineering design requirements and all other applicable requirements of Chapter 1001, Occupations Code. An architect shall have responsibility for compliance with the requirements of Chapter 1051, Occupations Code.
 - 4) The firm will work with the City, prior to issuing a construction request for bid/proposal, to ensure the feasibility and constructability of their designs, and that the estimated cost of construction of the project is within acceptable industry standards through value engineering, the selection of building systems and materials, cost estimating, scheduling, and other means.
 - 5) The work does not include inspection services and materials testing services necessary for City's acceptance of the Project(s), which will be performed under a separate contract with an independent provider engaged directly by the City.
 - 6) If a construction contract is approved, the design firm shall assist the City with obtaining a signed and sealed set of "As-Built" construction documents, and specifications and operations and maintenance manuals for the projects at the conclusion of construction in both hard copy and electronic format. Drawings shall be provided in both "dwg" and "pdf" formats.
- B. Design Work: The proposed site location is part of two tracts as identified by the Brazos Central Appraisal District (BCAD): Property ID 96936 at 89.28 acres and Property ID 33589 at 48.126 acre. A location map is attached as EXHIBIT A at the end of this document. This document is included for informational purposes only and no warrantee or guarantee is implied or expressed by the City. Additionally, if other property becomes available, the scope of the contract may be amended to accommodate other property.
- C. Schedule: Time is of the essence and the firm shall provide proposed design and estimated construction schedules with this submittal. These schedules may be adjusted as a result of negotiations of services offered by the firm.

STATEMENT OF QUALIFICATIONS SCHEDULE

The City is seeking Statement of Qualifications (SOQ) from qualified respondent(s) for architectural design and engineering services for the purpose of expanding BRAC and making improvements to existing facilities and amenities.

It is the intent of the City to select a single respondent to accomplish services outlined in this Request for Qualifications (RFQ).

Sealed responses will be accepted until **2:00 p.m. on Thursday, January 28, 2016**, and should be addressed to:

City of Bryan - Purchasing Department
Attn: Melanie Tigerina - Buyer
1309 E. Martin Luther King St.
Bryan, TX 77803
mtigerina@bryantx.gov

You may upload one (1) electronic SOQ in the format prescribed herein on the City of Bryan website at <http://brazosbid.cstx.gov/>. However, if you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (CD/Flash drive) of the SOQ must be returned in a sealed envelope bearing the RFQ name, RFQ number, and the name and address of the respondent on the outside of the envelope. Response packages will be accepted until 2:00 p.m. CST on Thursday, January 28, 2016, and should be addressed to as described above.

A pre-SOQ conference is scheduled at **10:00 a.m., Tuesday, January 19, 2016**, at the City of Bryan Purchasing Department Office at 1309 E. Martin Luther King Jr. Street, Bryan, Texas. All potential respondents are strongly encouraged to attend.

In order to ensure a fair and objective RFQ process and evaluation, all questions and inquiries related to this Request for Qualifications shall be addressed in writing via the Brazos Valley Online Bidding System (<http://brazosbid.cstx.gov/>) or to the individual identified above. **The deadline for written questions and inquiries is Thursday, January 21, 2016 @ 5:00 p.m.** Contact with any City of Bryan employee or official is prohibited without prior written consent from the Purchasing Department or designee. Respondents contacting any other employee(s) or official(s) without prior written consent risk elimination of their SOQ from further consideration.

The RFQ is online at <http://www.brazosbid.cstx.gov> and may be downloaded by prospective bidders.

The City believes the data contained in this RFQ is sufficient for the preparation of a response. Requests for additional information will be considered depending on the RFQ time frame and the availability of the requested information. Such information will be submitted to all known possible respondents simultaneously.

Schedule of Important Dates

The tentative schedule for this RFQ is as follows:

Release and Distribute RFQ to possible respondents	January 11, 2016
Pre-SOQ Conference	January 19, 2016 (10:00 a.m.)
Deadline for Questions and Inquiries	January 21, 2016 (5:00 p.m.)
SOQ Submission Deadline	January 28, 2016 (2:00 p.m.)
Contract Evaluations/Negotiations	February 2016
Earliest Award by City Council	February 23, 2016
Completion of HB1295 Form	February, 2016

DEFINITIONS, TERMS AND CONDITIONS

Definitions

In order to simplify the language throughout this request for qualification, the following definitions shall apply:

CERTIFICATION AND AUTHORIZATION FORM – The required form to be attached to a Statement of Qualifications (SOQ). The form is provided within this Request for Qualifications document.

CITY OF BRYAN – Same as City.

CITY COUNCIL – The elected officials of the City of Bryan, Texas, are given the authority to exercise such powers and jurisdiction of all City business as conferred by the State Constitution and Laws.

CONTRACT – An agreement between the City and a respondent to furnish supplies or services over a designated period of time during which repeated purchases are made of the commodity or service specified.

CITY – The government of the City of Bryan, Texas.

DESIGN FIRM – A design firm is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the design, documentation, project oversight, of the project, and provides consultation to the City regarding all phases of the design and construction of the facility. A firm submitting Statements of Qualifications shall be referred to as “Contractor”, “Respondent”, of “Firm”.

RESPONDENT – Organization offering a SOQ in response to this RFQ. Respondent also may be referred to as “Firm.”

RFQ – Request for Qualifications.

SOQ – Statement of Qualification, which is a response to this RFQ

Statement of Qualification (SOQ)

A submitted SOQ must be received by the Purchasing Department prior to the time and date specified herein. The mere fact that the SOQ was dispatched will not be considered; the respondent must ensure the SOQ is actually delivered and received on time.

A SOQ received after the date and time specified shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail carrier, etc., and time/date stamp in the Purchasing Department shall be the official time of receipt.

A SOQ cannot be altered or amended after the closing date. Alterations made before closing must be initialed by the respondent guaranteeing authenticity. A SOQ may not be withdrawn after the SOQ closing date and a respondent so agrees upon submittal of their SOQ.

The SOQs will be publicly acknowledged in the Purchasing Department’s Conference Room at 1309 E. Martin Luther King St, Bryan, TX 77803 at 2:00 p.m. on the date specified. Respondents, their representative(s), and interested persons may be present. SOQs received will be publicly opened but not read aloud. SOQs shall remain valid for a period of one hundred and twenty days (120) days from the date and time of the SOQ submission deadline date, with the same terms, conditions, and negotiated fee schedule.

A SOQ must be submitted as instructed in the SOQ Schedule on Page 9. By submitting a SOQ, the respondent certifies he has fully read and understands this “Request for Qualifications” and has full knowledge of the scope, quantity, and quality of the services to be furnished, and intends to adhere to the provisions described herein. Failure to do so will be at the respondent’s own risk, and they cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of the respondent.

Any SOQ that does not contain all of the information requested in this RFQ will be considered incomplete and may be rejected by the City.

The City of Bryan by statute is exempt from State Sales Tax and Federal Excise Tax, and the SOQ price shall not include taxes.

The respondent shall furnish additional information as the City may require. The City reserves the right to make investigation of the qualifications of the respondent(s) as the City deems appropriate.

This RFQ does not commit the City to award a contract, to pay any cost incurred in the preparation of a SOQ, or to procure or contract for services.

Reservations

The City reserves the right to accept or reject any or all SOQs as a result of this request, to negotiate with all qualified sources, or to cancel, in part or in its entirety, this RFQ, if found in the best interest of the City of Bryan. All SOQs become the property of the City.

The City reserves the right to waive informalities and technicalities and to accept the offer considered most advantageous in order to obtain the best value for the City. Causes for rejection of a SOQ may include but shall not be limited to the respondent’s current violation of any City ordinance, the respondent’s current inability to satisfactorily perform the work or service, or the respondent’s previous failure to properly and timely perform its obligations under a contract with the City. A respondent may be disqualified and rejection of SOQs may be recommended for any (but not limited to) of the following causes: 1) Failure to use the SOQ forms furnished by the City; 2) Lack of signature by an authorized representative on the Certification and Authorization form; 3) Failure to properly complete the SOQ; 4) Evidence of collusion among respondents; 5) Omission of uncertified personal or company check as a SOQ guarantee (if Bid Bond required); or, 6) Any alteration of the language contained within the RFQ forms. The City reserves the right to waive any minor informality or irregularity.

The City reserves the right to retain all SOQs submitted and to use any idea in a SOQ regardless of whether that SOQ is selected. Submission of a SOQ indicates acceptance by the respondent of the terms and conditions contained in this RFQ, unless clearly and specifically noted in the SOQ submitted and confirmed in the contract between the City of Bryan and the selected respondent.

The City may conduct reference checks as needed to evaluate a SOQ. The City may contact listed references, and inclusion of this listing in a SOQ is agreement the City may contact the named reference. The City reserves the right to contact other companies or individuals who can provide information to the City that will assist the City in evaluating the capability of the respondent.

Reimbursements

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing SOQs in response to this RFQ, and the City will not reimburse respondents for these expenses, nor will the City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

Certification

A SOQ must be completed and submitted as required in this document. **The Certification and Authorization form must be fully completed. Failure to submit the Certification and Authorization form within the sealed RFQ will result in the RFQ being rejected as non-responsive.**

By submitting a RFQ, the respondent certifies that they have fully read and understands this "Request for Qualifications" and has full knowledge of the scope, quantity, and quality of the services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the respondent's own risk, and he cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of respondent.

Communication

The City of Bryan shall not be responsible for any verbal communication between any employee of the City or City Official and any potential respondent. Only written and properly submitted SOQs will be considered.

Negotiations

During the evaluation process, City of Bryan reserves the right, where it may serve the City of Bryan's best interest, to request additional information or clarifications from the respondent(s). At the discretion of the City, the respondent(s) reasonably susceptible of being selected based on criteria set forth in this RFQ, may be requested to make oral presentations. Each SOQ must designate the person(s) who will be responsible for answering technical and contractual questions. Preliminary negotiations may be conducted with the responsible respondents who submit SOQs that are reasonably susceptible of being selected. At the discretion of the City, the respondents reasonably susceptible of being selected based on criteria set forth in this RFQ may be given an opportunity to make a presentation and/or interview with the Selection Committee.

Respondents will be ranked in order of preference and final contract negotiations will begin with the top ranked respondent. Should negotiations with the highest ranked respondent fail to yield a contract, or if the respondent is unable to execute said contract, negotiations will be formally ended and then may commence with the second highest ranked respondent, etc.

If an agreement can be reached, a formal written agreement/contract, which will include insurance requirements, will be drafted and such requires consideration by the City of Bryan City Council. An agreement/contract is not finalized until the City Council takes formal action at an appropriately posted public meeting to approve said agreement. (Note: A sample contract is attached as EXHIBIT B.)

Disclosure

At the public opening, there will be no disclosure of contents to competing respondents and all SOQs will be kept confidential during the negotiation process. Except for trade secrets and confidential information the respondent(s) identifies as proprietary, all SOQs will be open for public inspection after the contract award.

If the SOQ Results in a Contract, the Following Terms and Conditions Will Apply:

Respondent(s) should be aware that the RFQ and the contents of the successful SOQ will become a part of any subsequent contractual document that may arise from this RFQ. In case of discrepancy between the RFQ and the respondent's SOQ, the RFQ will rule.

The opportunity for the City to enter into contract with the successful respondent will remain open for a period of one hundred twenty (120) days from the date and time of the SOQ submission deadline date with the same terms, conditions, and negotiated fee schedule.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract.

Should there be a change in ownership or management, the Contract shall be cancelled unless a mutual agreement is reached with the new owner or management to continue the contract with its present provisions and prices. This Contract is nontransferable by either party unless mutually agreed upon by both parties.

Payment(s) will be made in accordance with a negotiated fee schedule.

No public official or City employee shall enter into a contract with the City that violates Local Government Code, Section 171.003.

The respondent will be required to comply with all provisions of the President's Executive Order No. 11246 as of September 24, 1965.

Respondents are advised that all contracts are subject to all legal requirements provided in the City Charter and applicable City Ordinances, State, and Federal Statutes.

The enclosed "Certification and Authorization" form must be properly executed and provided with the sealed SOQ indicating the respondent's willingness to execute a contract, if awarded the SOQ.

Addenda

In the event of a needed change in the published RFQ documents, it is understood that all the foregoing terms and conditions and all performance requirements will apply to any published addendum. **All published addenda shall be signed and included with a SOQ response package as acknowledgement of the addendum.** Respondents are responsible for obtaining all published addenda from the City of Bryan on-line bid system at <http://www.brazosbid.cstx.gov> or from the City of Bryan Purchasing office. The City assumes no responsibility for the respondent's failure to obtain and/or properly submit any addendum. **Failure to acknowledge and submit any addendum may be cause for the SOQ to be rejected.** The City's decision to accept or reject any particular SOQ due to a failure to acknowledge and submit addenda shall be final.

SPECIAL PROVISIONS

Selection Process

A selection committee composed of M. Darrell Lovelette, Director of Parks and Recreation, and other identified persons shall review SOQs.

The selection shall be based on the responsible respondent whose SOQ is determined to be the **best value to the City**, considering the relative importance of the evaluation criteria listed herein.

It is the intent of the City to select a single respondent to accomplish services outlined in this RFQ.

Oral Presentations

After all SOQs have been evaluated, the selection committee may require representatives of one or more of the respondents to appear and make presentations to the selection committee for the purpose of making a final evaluation and recommendation for contract award. However, the City, may in its sole discretion, award a contract without presentations, based solely on information supplied in SOQ responses.

News Releases/Publicity

News releases, publicity releases, or advertisements relating to this engagement or the tasks or projects associated with this engagement shall not be made without prior written approval from the City.

DISCLOSURE OF INTERESTED PARTIES

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. The process as implemented by the Commission is as follows:

1. A business entity must use the application to enter the required information on Form 1295 and print a copy of the form and a separate certification of filing that will contain a unique certification number.
2. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 and certification of filing must be filed with the city “at the time the business entity submits the signed contract” to the city.
3. The city must notify the Commission, using the Commission’s filing application, of the receipt of the filed Form 1295 and certification of filing not later than the 30th day after the date the contract binds all parties to the contract.

For more information regarding how to file Form 1295, please click on the following link: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

INSURANCE REQUIREMENTS

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City. All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

Contractor must deliver to City a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the contract to be rejected.**

The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

- A. **Workers' Compensation Insurance & Employers' Liability Insurance** - Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers' Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Contractor shall provide Waiver of Subrogation in favor of the City/BTU and its agents, officers, officials, and employees. This requirement may be waived with satisfactory evidence that the contractor is a sole proprietor or partnership and has no employees.
- B. **Commercial General Liability Insurance** - Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employee shall be listed as an additional insured.
- C. **Business Automobile Liability Insurance** - Contractor shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.
- D. **Professional Liability Insurance** - Contractor shall maintain Professional Liability (errors & omissions) insurance with a limit of not less than \$1,000,000. If written on a "Claims-Made" form, Contractor agrees to maintain a retroactive date equivalent to the inception date of the contract (or earlier) and maintain continuous coverage or a supplemental extended reporting period for a minimum of two years after the completion of this contract. Contractor will be responsible for furnishing certification of coverage for 2 years following contract completion.

- E. **Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Contractor agrees to endorse City and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure “True Follow Form” basis.
- F. **Deductibles, Coinsurance Penalties & Self-Insured Retention** - Contractor may maintain reasonable and customary deductibles, subject to approval by the City. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.
- G. **Subcontractors** - If the Contractor’s insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- H. **Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.
- I. **Evidence of Insurance** – A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within 10 business days by the successful Contractor’s insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City.

Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration.

Upon request, Contractor shall furnish the City with certified copies of all insurance policies.

The certificate of insurance and all notices shall be sent to:

City of Bryan
Risk Management
PO Box 1000
Bryan, TX 77805
Emailed to: mquioga@bryantx.gov

Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

- J. **Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits** – Contractor must provide minimum 30 days prior written notice to the City of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect.

- K. **Contractor's Failure to Maintain Insurance** – If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated or to terminate the Contract.

- L. **No Representation of Coverage Adequacy** - The requirements as to types and limits, as well as the City's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

FORMAT REQUIREMENT

Requirements:

The following instructions describe the format in which SOQs must be submitted.

Responses to the following items will be used for SOQ evaluation. SOQs that do not contain responses to each of the requirement items will be considered incomplete and may be rejected by the City.

SOQ documents should provide a straightforward, concise description of the respondent's capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City. The requirements stated do not preclude respondent(s) herein from furnishing additional reports, functions, and other information the respondent may deem appropriate for consideration.

You may upload one (1) electronic SOQ in the format prescribed herein on the City website at <http://brazosbid.cstx.gov/>. However, if you choose to respond in writing, one (1) original, three (3) copies and one (1) electronic version (CD/Flash drive) of the SOQ should be returned in a sealed envelope bearing the RFQ name, RFQ number, and name and address of the respondent **on the outside of the delivery package.**

To facilitate the review of the responses, respondents shall follow the described SOQ format (For more information about scope specifics and possible information/details to include in a SOQ, refer to the "Intent and Scope of Work" on Page 5 of this document.

TAB A. Firm Introduction (5 points)

Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this engagement.

TAB B. Demonstrate the Competence and Qualifications of the Individual who will be Directly Responsible for the Management and Delivery of the Proposed Work. (15 points)

City is interested in the individual's experience as a project manager on projects similar to that described in the solicitation. Only one individual should be designated and must be a licensed architect, engineer, or surveyor in the State of Texas at the time of submission and must be employed by the Firm and not by a sub-consultant. Demonstrate project management experience, technical competency, qualifications and compliance with legal requirements.

- (a) documented specialized design expertise demonstrating such specialized capabilities pertinent to similar work experience as described in the solicitation by the individual;
- (b) descriptions and examples of specific projects or studies of a similar nature by the individual as described in the solicitation and their role in the work.
- (c) educational background;

- (d) license status, to include Texas registration number and expiration date of architect, engineer, or surveyor assuming professional responsibility on the project or study;
- (e) formal project management training and any certifications or accreditations obtained;
- (f) technical publications including books, papers or presentations.

TAB C. Demonstrate the Technical Adequacy of the Personnel and Sub-consultants to be Utilized for the Proposed Work.(10 points)

City is interested in the technical qualifications and experience of the individual project team members of the Firm or sub-consultant firms who will actually be performing work on the project or study described in the solicitation. Demonstrate technical competency, qualifications and compliance with legal requirements.

- (a) documented specialized design expertise demonstrating such specialized capabilities pertinent to similar work experience as described in the solicitation by the individuals;
- (b) descriptions and examples of specific projects or studies of a similar nature by the individuals as described in the solicitation and their role in the work;
- (c) educational background;
- (d) license status, to include Texas registration number and expiration date of architects, engineers, or surveyors performing work and supervising subordinates in the production of design or study efforts;
- (e) technical publications including books, papers or presentations.

TAB D. Demonstrate the Experience of the Firm based upon Previous work Similar to that of the Type Considered. (10 points)

City is interested in the Firm's history with similar projects or studies as described in the solicitation. **List no more than five projects or studies meeting these criteria which have been completed within the last five years.** Include the project or study description, name of the team leader, description of the Firm's role, cost of the project or study, year of the work, and name and phone number of the agency contact who can respond to questions about the work.

- (a) applicability of projects or studies similar in nature as described in the solicitation;
- (b) role of firm with the project or study.

TAB E. Demonstrate the Success of the Firm Based upon the Record of Performance on other Projects (both City of Bryan Projects and Projects for other Entities). (10 points)

City is interested in the Firm's success and performance record related to projects or studies for the City of Bryan or other entities. List no more than five projects. Projects other than those listed in Consideration Item (D) may be submitted which are not necessarily similar in nature to those described in the solicitation. For other projects or studies to be considered, include the project or study description, name of the team leader, description of the Firm's role, and name and phone number of the agency contact who can respond to questions about the work. Known projects, other than those listed may be checked for the firm's record of performance.

- (a) number of contract amendments (design) or change orders (construction);
- (b) examples of innovative solutions that resulted in a cost savings during construction and/or operation;

- (c) responsiveness during construction and commitment to continued involvement throughout the life of the project;
- (d) ability to remain on schedule;
- (e) quality, clarity and thoroughness of bid documents.

TAB F. Demonstrate the Firm's History of Accuracy of Cost Estimates and Ability to Perform within Budget Constraints. (10 points)

City is interested in the accuracy and dependability of projected cost estimates and the ability of the Firm to be sensitive and responsive to project or study budget constraints. List project budgets, pre-bid cost estimates and bid ranges from low to high bid for projects listed in Consideration Item (D) or Consideration Item (E). Also provide a summary of the measures taken by the Firm to ensure the project was realized within the project budget.

TAB G. Workload Capacity and History of Performing Work Within a Specified Schedule (5 points)

City is interested in the ability of the Firm to dedicate the necessary resources to the work described in the Scope of Work. City reserves the right to visit the location of the Firm to verify the capabilities and resources. Include projects listed in Consideration Item (D) or Consideration Item (E) to demonstrate the firm's ability to deliver projects within a specified schedule.

- (a) capabilities of the proposed project team and approach for handling multiple projects simultaneously at various stages of development and scheduling methods utilized to manage personnel and resources;
- (b) demonstrate the Firm's ability to deliver projects within a specified schedule;
- (c) contingency plan and ability of the Firm to sustain a loss of a key team member without compromising project quality, schedule or budget considerations;
- (d) current workload capacity (manpower and dollar volume), current workload and anticipated future workload for which the prime consultant is engaged or expects to begin in the near future;

TAB H. Proposed Approach for the Design Project or Study (20 points)

City is interested in the team's organizational structure and work plan for accomplishing the work as described in the Scope of Work.

- (a) organization and structure of the project team including percentage of work proposed to be done by sub-consultants;
- (b) work plan indicating detailed approach for accomplishment of project, identified options, and proposed solutions;
- (c) approach to project management;
- (d) proposed project schedule should be supplied identifying the beginning and ending of each phase of the work proposed for this project.

TAB I. Knowledge of Local Contractors, Local Criteria and Specifications and Local Site Conditions (5 points)

City is interested in the ability of the prime firm to provide plans and specifications or study documents that take into account the uniqueness and specifics of the local area. Briefly describe the prime firm's experience and knowledge of the City of Bryan local conditions and considerations.

- (a) environmental issues and considerations;
- (b) public awareness and involvement in local project development;
- (c) local design standards and construction specifications
- (d) specific issues related to this project that the City of Bryan may need to consider

TAB J. Consideration for the Utilization of a Prime Firm or Individuals that have Prior Experience with the Project. (10 points)

City is interested in the prior experience and knowledge of the prime firm or team members that have had previous involvement with the specific project or study that is described in the solicitation.

- (a) Background and role with the previous project or study;
- (b) Availability of pertinent information, data, maps, drawings, etc. related to the previous project or study.

EVALUATION FACTORS

The City will review all SOQs to determine compliance with the requirements as specified in the RFQ. Only SOQs which, in the opinion of the Selection Committee, meet the requirements of the RFQ will be further evaluated.

SOQs that pass the preliminary review may be evaluated on how well the SOQ meets the needs of the City as described in the respondent's response to each requirement listed in the RFQ. The Selection Committee may review all written SOQs that meet the minimum RFQ submittal requirements and may select what it deems to be the top two (2) to four (4) SOQs for further review. It is important that the responses be clear and complete so that the Selection Committee can adequately understand all aspects of the SOQs.

Evaluation Factors

After receipt of SOQs, the City will use the following criteria in the selection process:

Firm Introduction	5 points
Competence and Qualifications of Project Manager	15 points
Technical Adequacy of Personnel and Sub-consultants	10 points
Firm Experience – Previous Similar Work	10 points
Success of Firm – Record of Past Project Experience	10 points
Firm's History of Cost Estimates and Budget Performance	10 points
Workload Capacity and Performance within a Specific Schedule	5 points
Proposed Approach for the Project	20 points
Knowledge of Local Contractors, Criteria, Specifications	5 points
Utilization of Prime Firm or Individuals	10 points

CERTIFICATION AND AUTHORIZATION

CERTIFICATION and AUTHORIZATION:

The undersigned certifies that he or she has fully read RFQ #16-014 and understands this "Request for Qualifications" and has full knowledge of the scope, quantity, and quality of the services to be furnished including the Texas Ethics Commission Certificate of Interested Parties Form 1295 and intends to adhere to the provisions described herein. The undersigned also affirms that he or she is duly authorized to submit this SOQ, that this SOQ has not been prepared in collusion with any other respondent, and that the contents of this SOQ have not been communicated to any other respondent prior to the official opening of this SOQ.

By submitting a bid/proposal/SOQ, the vendor certifies that neither he or she, nor any co-owner of the organization submitting this proposal, is related to a member of the City Council of the City of Bryan within the first, second, or third degree of consanguinity (blood) or affinity (marriage).

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

Email: _____

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: _____
P.O. Box or Street City State Zip

Federal Tax ID No.: _____

Date: _____

END OF RFQ #16-014

EXHIBIT A – BRAC AND SURROUNDING AREA

Google Maps



Imagery ©2016 Google, Map data ©2016 Google 500 ft

EXHIBIT B – SAMPLE AGREEMENT

This Contract, dated _____, 2016, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and _____ (the FIRM), whereby the FIRM agrees to provide the City with certain services as described herein and the City agrees to pay the FIRM for those services.

1. Scope of Services

In consideration of the compensation stated in **Paragraph 2**, the FIRM agrees to provide the City with the services as described in **Exhibit A – RFQ #16-014 and Exhibit B – Insert Firms Name - Proposal to the City of Bryan** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows:

“ ”

2. Payment

In consideration of the FIRM’s provision of the services in compliance with all terms and conditions of this Contract, the City shall pay the FIRM according to the terms set forth in **Exhibit A and Exhibit B**. Except in the event of a duly authorized change order, approved by the City in writing, the total cost of all professional services and expenses provided under this Contract may not exceed \$ _____.

3. Time of Performance

A. All work and services provided under this Contract must be completed as outlined in **Exhibit A and Exhibit B**.

B. **Time is of the essence of this Contract.** The FIRM shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the project timeline specified in **Exhibit A and Exhibit B**.

4. Warranty, Indemnification, & Release

A. As an experienced and qualified FIRM, the FIRM warrants that the information provided by the FIRM reflects high professional and industry standards, procedures, and performances. The FIRM warrants that the performance of all services under this Contract will be pursuant to a high standard of performance in the profession. The FIRM warrants that the FIRM will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Contract. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the FIRM, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their services, or any document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the FIRM, its employees, associates, agents, or subcontractors.

B. The FIRM shall promptly correct any defective services or documents furnished by the FIRM at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the FIRM's services hereunder or of the scope of work itself shall in no way alter the FIRM's obligations or the City's rights hereunder.

C. In all activities or services performed hereunder, the FIRM is an independent contractor and not an agent or employee of the City. The FIRM and its employees are not the agents, servants, or employees of the City. As an independent contractor, the FIRM shall be responsible for the professional services and the final work product contemplated under this Contract. Except for materials furnished by the City, the FIRM shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The FIRM shall have ultimate control over the execution of the professional services. The FIRM shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the FIRM or any of the FIRM's subcontractors.

D. The FIRM must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as their personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the FIRM, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. Responsibility for damage claims (indemnification): FIRM shall defend, indemnify and save harmless the City and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person or persons or property resulting from the FIRM's negligent performance of the work, or by or on account of any claims or amounts recovered under the Worker's Compensation Law or any other law, ordinance, order or decree, and his sureties shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to the effect furnished the City. The FIRM shall defend, indemnify and save harmless the City, its officers, agents and employees in accordance with this indemnification clause only for that portion of the damage caused by FIRM's negligence.

F. Release. The FIRM releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the FIRM or its employees and any loss of or damage to any property of the FIRM or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the FIRM's negligent performance of the work. Both the City and the FIRM expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. FIRM's Insurance

The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this contract with the City. All parties to this contract hereby agree that the Contractor's coverage will be primary in the event of a loss, regardless of the application of any other insurance or self-insurance.

Contractor must deliver to City a certificate(s) of insurance evidencing such policies are in full force and effect within 10 business days of notification of the City intent to award a Contract. No contract shall be effective until the required certificate(s) have been received and approved by the City. Failure to meet the insurance requirements and provide the required certificate(s) and any necessary endorsements within 10 business days **may cause the contract to be rejected.**

The City reserves the right to review these requirements and to modify insurance coverage and their limits when deemed necessary and prudent.

- M. **Workers' Compensation Insurance & Employers' Liability Insurance** - Contractor shall maintain Workers' Compensation insurance for statutory limits and Employers' Liability insurance with limits not less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease. Contractor shall provide Waiver of Subrogation in favor of the City/BTU and its agents, officers, officials, and employees. This requirement may be waived with satisfactory evidence that the contractor is a sole proprietor or partnership and has no employees.
- N. **Commercial General Liability Insurance** - Contractor shall maintain Commercial General Liability (CGL) with a limit of not less than \$1,000,000 per occurrence and an annual aggregate of at least \$2,000,000. CGL shall be written on a standard ISO "occurrence" form (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract including the tort liability of another assumed in a business contract. No coverage shall be deleted from the standard policy without notification of individual exclusions and acceptance by the City. The City and its agents, officers, officials, and employee shall be listed as an additional insured.
- O. **Business Automobile Liability Insurance** - Contractor shall maintain Business Automobile Liability insurance with a limit of not less than \$1,000,000 each accident. Business Auto Liability shall be written on a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Contractor shall provide Waiver of Subrogation in favor of the City and its agents, officers, officials, and employees.
- P. **Professional Liability Insurance** - Contractor shall maintain Professional Liability (errors & omissions) insurance with a limit of not less than \$1,000,000. If written on a "Claims-Made" form, Contractor agrees to maintain a retroactive date equivalent to the inception date of the contract (or earlier) and maintain continuous coverage or a supplemental extended reporting period for a minimum of two years after the completion of this contract. Contractor will be responsible for furnishing certification of coverage for 2 years following contract completion.
- Q. **Policy Limits** - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies. Contractor agrees to endorse City and its agents, officers, officials, and employees as an additional insured, unless the Certificate states the Umbrella or Excess Liability provides coverage on a pure "True Follow Form" basis.
- R. **Deductibles, Coinsurance Penalties & Self-Insured Retention** - Contractor may maintain reasonable and customary deductibles, subject to approval by the City. Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention.
- S. **Subcontractors** - If the Contractor's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. It is the responsibility of the Contractor to assure compliance with this provision. The City accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

- T. **Acceptability of Insurers** - Insurance coverage shall be provided by companies admitted to do business in Texas and rated A-:VI or better by AM Best Insurance Rating.
- U. **Evidence of Insurance** – A valid certificate of insurance verifying each of the coverages required shall be issued directly to the City within 10 business days by the successful Contractor’s insurance agent or insurance company after contract award. Endorsements must be submitted with the certificate. No contract shall be effective until the required certificates have been received and approved by the City.

Renewal certificates shall be sent a minimum of 10 days prior to coverage expiration.

Upon request, Contractor shall furnish the City with certified copies of all insurance policies.

The certificate of insurance and all notices shall be sent to:

City of Bryan
Risk Management
PO Box 1000
Bryan, TX 77805
Emailed to: mquirola@bryantx.gov

Failure of the City to demand evidence of full compliance with these insurance requirements or failure of the City to identify a deficiency shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

- V. **Notice of Cancellation, Non-renewal, Material Change, Exhaustion of limits** – Contractor must provide minimum 30 days prior written notice to the City of policy cancellation, material change, exhaustion of aggregate limits, or intent not to renew insurance coverage. If City is notified a required insurance coverage will cancel or non-renew during the contract period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect.
- W. **Contractor’s Failure to Maintain Insurance** – If the Contractor fails to maintain the required insurance, the City shall have the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated or to terminate the Contract.
- X. **No Representation of Coverage Adequacy** - The requirements as to types and limits, as well as the City’s review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract.

6. Termination

A. The City may terminate this Contract at any time upon **thirty (30)** calendar day’s written notice. Upon the FIRM’s receipt of such notice, the FIRM shall cease work immediately. The FIRM shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the FIRM fails to fulfill its obligations under this Contract, or if the FIRM violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the FIRM **five (5)** calendar days written notice. The FIRM will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Contract shall be construed to relieve the FIRM of liability to the City for damages sustained by the City because of any breach of contract by the FIRM. The City may withhold payments to the FIRM for the purpose of setoff until the exact amount of damages due the City from the FIRM is determined and paid.

7. Miscellaneous Terms

A. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

B. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

The City of Bryan:

Attn:

P.O. Box 1000

Bryan, Texas 77805

The FIRM:

C. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

D. This Contract represents the entire and integrated agreement between the City and the FIRM and supersedes all prior contracts, negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

E. This Contract and all rights and obligations contained herein may not be assigned by the FIRM without the prior written approval of the City.

F. The FIRM, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the City of Bryan, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The FIRM must obtain all necessary permits and licenses required in completing the work and providing the services required by this Contract.

G. Reimbursable or other miscellaneous expenses incurred by the FIRM shall be included in the contract price; additional payment for such expenses will not be considered.

H. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

APPROVED FOR COUNCIL:

CITY OF BRYAN:

Kean Register, City Manager
Date:_____

Jason P. Bienski, Mayor
Date:_____

APPROVED AS TO FORM:

ATTEST:

Janis K. Hampton, City Attorney
Date:_____

Mary Lynne Stratta, City Secretary
Date:_____

FIRM:

(FIRMs – Corporate Seal)

By:_____

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____ on behalf of _____.

Notary Public in and for the State of Texas

EXHIBIT C – CONCEPTUAL PLAN

