



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093
Fulshear, Texas 77441
Phone: 281-346-1796 ~ Fax: 281-346-2556
www.fulsheartexas.gov

Invitation to City Fulshear Request for Qualifications RSQ 2019-01 Professional Engineering Services for Water and Wastewater Evaluation and Design of Utilities for FM 359 Water and Wastewater Extension

required for use by

The City of Fulshear Public Works Department

issued by

City of Fulshear Procurement Division Office
29255 FM 1093 Rd, #12 A, Fulshear, Texas 77441
Phone: 281-346-8802 Fax: 281-346-862

Information: Forms furnished by the City of Fulshear may be obtained without deposit from the Purchasing Division Office located at 29255 FM 1093 Rd. # 12A; or, by emailing accounting@fulsheartexas.gov.

RFQ Opening Date: Tuesday, January 22, 2019

RFQ Opening Time: 2:00 p.m., Central Standard Time

RFQ Receiving Location: City Hall Information Desk, 30603 FM 1093 W., Fulshear Texas, 77441

RFQs must be submitted on the City's forms and should clearly state the number and title of the RFQ on the outside of the sealed package.

This Request for Qualifications does not commit the City to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to further negotiate with a respondent, and as may be required by law, or reject any and all responses received, or to cancel in part or in its entirety this Request for Qualifications.

No late responses will be considered



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Published: January 11, 2019

INTRODUCTION:

In accordance with the provisions of Chapter 49 of the Texas Water Code, Texas Government Code 2254 (Professional Services Procurement Act), and the City of Fulshear (City) Purchasing Policy and Procedures dated October 22, 2018 the City is requesting qualifications based responses to contract with a Professional Consultant (“Consultant”), which must be a sole proprietorship, partnership, corporation, or other legal entity registered to do business in the State of Texas, with considerable experience in providing Water and Wastewater Engineering Consulting services to governmental entities.

This Request for Qualifications (RFQ) solicits information that will enable the City to determine the highest qualified Consultant that shall provide the professional services for the project identified in the proposed 5-year Capital Improvement Project Plan.

Purpose of the Request for Qualifications

City of Fulshear is seeking interested firms with the demonstrated competence and qualifications to perform professional municipal engineering, evaluation and design services for the projects identified in this Request for Qualifications (RFQ). If selected, the city will then attempt to negotiate a fair and reasonable price that is consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and that do not exceed any maximum provided by law. The City reserves the right to conduct negotiations with one or more Respondent and the City shall not be obligated to enter in any contract with any Respondent on any terms or conditions. The City further reserves the right to conduct interviews with respondents, with no further obligation.

The FY 2019 project is identified and is as follows:

Professional Engineering Services for Water and Wastewater Evaluation and Design of Utilities for FM 359 Water and Wastewater Extension

- The water and wastewater for Old Town Fulshear dead -ends on Wallis Street and FM 359 in the northbound direction. The extension is planned as part of the City’s Water and Wastewater Master Plan Project W18K Water Master Plan Project 2. The transmission mains are planned at a 12-inch water line and an 8-inch force main with a duplex sanitary sewer lift station.
- Preliminary survey and engineering work has identified that the water and wastewater can be extended on FM 359 northbound for approximately 5,280 LF.
- This project could be phased with preliminary engineering and then design. It will require survey, design, bid phase services and could include construction management services.



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LOCATION

See attached exhibit "A" for the project location.

SCOPE OF SERVICES

The City of Fulshear anticipates successful respondent(s) shall provide services for this FY2019 project. The City intends to select more than one firm to provide services listed below. All services are to be performed by persons appropriately licensed and registered under state laws governing the practice of engineering. The City will utilize these services for this project related to utilities evaluation, design and could include construction management. **The RSQ should include the firm's preference for providing the services below.**

The municipal engineering services shall include any of the combination of the following, but may not be limited to:

Plan Review – technical review of, and answer inquiries relating to, site plans, improvement plans, land disturbance plans, construction plans relating to projects in conformance to codes adopted by the city

Project design – capability to design a full array of utility evaluation and design of Public Works type projects in a manner where the infrastructure is functional and cost effective. Must be able to determine construction methods and guidance including conferring with Staff to implement design phase services. Must be able to recommend viable project options and probable cost estimates.

Site Assessment including geotechnical

Plan development and specifications, including site specific traffic control plans and obtaining a permit from the Texas Department of Transportation.

Bid services including pre-bid conference, opening, tabulation, evaluation and recommendations

Construction Administration/Management services including pre-construction meeting, field visits with contractor and city representatives to determine any pre-construction rehabilitation or additional requirements, and contract administration, inspections and site visits as requested by the city during construction.

Environmental Services & Regulatory Agency Interactions – must be well versed in regulatory compliance and permitting and be familiar with approval procedures of regulatory agencies.

Surveying, Easements and Related Services that may include boundary surveys, topographic surveys, construction staking, easement plats and easement docs, prepared, assist in easement acquisition to enable drainage evaluation and preliminary engineering reports.



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CAD and GIS Capabilities

Meeting Attendance and Participation

Reasonable proximity to the City to ensure meeting attendance, if requested, meeting coordination and the conveyance of documents when sent via courier is preferred.

Work Product – provide to the City copies of all work products without limitation, which shall include reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, drawings and any other documents produced in connection with the consulting relationship with the City in printed and/or electronic form to include portable document format and the root file(s).

PROJECT SCHEDULES

More detailed project schedules including bidding and construction shall be developed during the design phase of each specific project.

SELECTION PROCESS

Selection of a firm or firms for the provision of these services will be based on the firm's competence, expertise and ability to perform the work on a per project basis either through its own forces or through the use of project teams that may include sub-consultants. The final scope of work for each project assigned will be negotiated and included in the final Agreement prior to award. Dependent upon the funding involved, the City may include additional terms that are required by other agencies such as HUD, EPA, or TX DOT.

The City will use an evaluation panel comprised of City personnel to review Respondent's statements of qualifications (SOQs). From that review, the City intends to establish a short list of firms, typically three (3). Should the City choose to interview the short-listed firms, those firms will receive notification of the date and time of the interview.

The City shall solicit proposals for professional services from one or more of the short-listed firms. The City will then attempt to negotiate a professional services contract from the firm(s) so solicited. If a contract cannot be successfully negotiated with that firm(s), the City will discontinue those contract negotiations and solicit a proposal from another short-listed firms, and so on, following the same process until a contract can be negotiated.

The City of Fulshear will not provide compensation or defray any cost incurred by any firm related to the response to this request. The City of Fulshear reserves the right to negotiate with any and all persons or firms. The City of Fulshear also reserves the right to reject any or all RFQ(s), accept any RFQ deemed most advantageous, waive any irregularities or informalities in the RFQ received, and to revise the process schedule as circumstances require.



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The successful respondent(s) will be required to enter into a General Services Agreement, similar to Exhibit "B" of this solicitation. This RFQ and the successful respondents' response, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate final terms and conditions of the contract. The City also retains the right to revise the PSA based on review of laws passed by the Texas Legislature, results of recent case law or other considerations. The City reserves the right to reject any or all Statement of Qualifications, including without limitation the rights to reject any or all nonconforming, non-responsive, unbalanced, or conditional RFQs and to reject the RFQ of any Respondent, if the City believes that it would not be in the best interest of the Project to make an award to that Respondent, whether because the RFQ is not responsive or the Respondent is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the RFQ.

EVALUATION CRITERIA

The criteria that will be used to evaluate the responses are (weight factor):

- **Responsiveness to RFQ (30)**
- **Municipal Engineering Experience, Staffing and Record of Performance on other projects (20)**
- **References (10)**
- **Proven Experience relevant to project (40)**

SUBMISSION REQUIREMENTS

Sealed submittals are required. Submittals shall be delivered to City Hall, in care of the Office of the City Purchasing Manager, at 30603 FM 1093 Rd, Fulshear, Texas 77441 on or before 2:00 p.m. Central Standard time, Tuesday, January 22, 2019. All submittals must be labeled on the outside with the Respondent's name and the name of the Project. Late submittals will not be considered. An original (signed), two hard copies and one digital copy of each response is required.

Each response shall be submitted as outlined in this section. Responses received that are not in this prescribed format may not be evaluated. The response shall include an outside cover and/or first page, displaying the following information:

Firm Name
Statement of Qualifications for
RSQ 2019-01 Professional Engineering Services for Water and Wastewater Evaluation and
Design of Utilities for FM 359 Water and Wastewater Extension
City of Fulshear



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A table of contents shall be next, followed by tabbed dividers separating each of the following sections:

1. Cover letter and Executive Summary:

Provide at least the following:

- Introduction
- Legal name of firm, date of formation
- Location of office that will be engaged in the work (geographical location in relation to the City of Fulshear)
- Contact persons
- Legal business description (individual, corporation, joint venture, etc.)
- Statement of availability and commitment of the firm
- Statement of interest including a narrative and unique qualifications
- Form (Exhibit "C"): List of services proposed to be performed
- Signature of authority authorized to enter into a contract

2. Project Experience and References:

Provide at least the following:

- overview and brief history of the firm including experience with municipal engineering services
- verifiable examples of at least five (5) relative projects completed in the State of Texas, with emphasis on projects within the last 5 years, including
 - project name and location
 - name of project manager
 - detailed synopsis of services provided
 - date of completion or project status
 - client name and contact person
 - history of accomplishing services within established time and budget (by project, listing pre-bid cost estimates and bid ranges, measures to ensure projects realized within budget, actual cost)
 - demonstrate the extent of ability to deal effectively with Owners, Contractors, and/or design professionals; ability to effectively address project disputes, contract delays, design errors, and/or construction defects.
 - references shall be other than the City of Fulshear. Failure to supply required references will deem Respondent as non-responsive and it will not be considered for award.



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3. Workload Capacity and Performance:

Provide at least the following: for other projects or studies, include the project or study description, name of the team leader, and description of the Firm's role.

- Ability to dedicate the necessary resources to the work
- History of accuracy of cost estimates and ability to perform within budget constraints
- Number of change orders
- Ability to deliver projects within a specified schedule
- Examples of innovative solutions resulting in cost savings during construction and/or operation
- Ability to handle multiple projects simultaneously at various stages of development
- Ability to deliver within a specified schedule
- Work plan and contingency plan; ability to sustain loss of a key team member without compromising project quality, schedule or budget

4. Staffing:

Provide at least the following:

- organizational chart for personnel who may be engaged, including licensure, certification or registration information required by the State of Texas
- resumes of key personnel
- educational background and licensure
- any other information demonstrating the competence and qualifications of those directly responsible for the management and delivery of proposed work
- demonstrated avoidance of personal or organizational conflicts of interest regarding any matters of litigation or otherwise
- license status, to include Texas registration number and expiration date of architects, engineers, or surveyors performing work and supervision subordinates in the production of design or study efforts
- technical publications including books, papers or presentations
- awards or other recognition for similar projects

5. Financial and Legal Status:

- Include documentation associated with the firm's Workman's Compensation, liability, errors and omissions or other insurance coverage's that would be applicable to the work.
- List any actions taken by any regulatory agency against or involving the firm or its agents or employees with respect to any work performed.
- Jurisdictions, disciplines and trade categories in which your organization is legally qualified to do business. (please indicate registration or license numbers)



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6. Management and Organizational Approach:

- Describe the Firm's understanding of providing professional services in the respective discipline for these public infrastructure projects.
- Describe your firm's approach to delivering the services.
- Describe the Firm's procedures and methods associated with scheduling, coordination, analysis, quality assurance and control, documentation and reporting.

7. Items H and I under Additional, Instructions, Notifications and Information

- Complete and include the Disclosure Requirements Acknowledgement
- Complete and include the Certification to Do Business

ADDITIONAL INSTRUCTIONS, NOTIFICATIONS, AND INFORMATION

- A. **No Gratuities-** Respondents shall not offer gratuities, favors or anything of monetary value to any official or employee of the City for the purposes of influencing this selection. Any attempt by the Respondent to influence the selection process by any means, other than disclosure of qualifications and credentials through the proper channels, shall be considered a bribe and grounds for exclusion from the selection process and possible legal action.
- B. **All Information True-** Respondents represents and warrants to the City that all information provided in the response shall be true, correct and complete. Respondents who provide false, misleading, or incomplete information, whether intentional or not, shall be subject to exclusion from the selection process.
- C. **Contract Negotiations-** This RFQ is not to be construed as a contract or as a commitment of any kind. If this RFQ does result in the Firm receiving a request for proposal from the City, the specific scope of work, associated fees, and other contractual matters will be determined during contract negotiations. To ensure appropriate staff is assigned to the Project, the City may include "key persons" clause in contract negotiations.
- D. **No Obligation-** The City reserves the sole right to (1) evaluate the responses submitted;(2) waive any irregularities therein; (3) select candidates for the submittal of more detailed or alternate proposals (4) accept any submittal or portion of submittal; (5) reject any or all Respondents submitting responses, should it be deemed in the City of Fulshear's best interest; of (6) cancel the entire process.
- E. **Insurance-** The respondent shall have the appropriate Workman's Compensation, liability, and errors and omissions insurance coverage's, written by an insurer to transact insurance in the State of Texas.
- F. **Inquiries-** All questions regarding this RFQ shall be submitted by email to the following email address: accounting@fulsheartexas.gov Please note RFQ name and number for reference.
- G. Any addenda to this RFQ shall be published at www.fulsheartexas.com.



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H. Chapter 176 of the Texas Local Government Code requires that any person, who enters or seeks to enter into a contract for the sale or purchase of property, goods or services with a local government entity and who has an employment or other business relationship with a local government officer or a family member of the officer, as described by Texas Local Government Code Section 176.006, shall file a completed conflict of interest questionnaire with the City within 7 business days after the latter of: 1) date the person begins discussions or negotiations to enter into a contract, including submission of a bid or proposal, or 2) the date the person becomes aware of facts that require the statement to be filed. The Conflict of Interest Questionnaire (Form CIQ) is included, Exhibit "D", and must be returned with your submission. The form is also available from the Texas Ethics Commission at www.ethics.state.us. The City's Identification Number under Item No. 3 on Form 1295 for RFQ No. 2019-01 will be TXE2017-39.

Please consult your own legal advisor if you have questions regarding this form.

A complete text of the law may be found at the following link:

<http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>

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

ACKNOWLEDGEMENT:

Vendor Name

Signature

Printed Name

Title

Date



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I. CERTIFICATION

Respondents are required to include the following signed certification with the statement of qualification.

Certification Form

The undersigned affirms that they are duly authorized to execute this contract, that this Statement of Qualification has not been prepared in collusion with any other firm, and that the contents of this document have not been communicated to any other firm prior to the official opening. Further the undersigned affirms that the firm agrees to all terms and conditions contained in the Request for Qualifications issued by the City of Fulshear, Texas on the ___ day of _____, 2019.

Firm: _____ TIN: _____

Signed By: _____ Date: _____

Printed Name: _____ Title: _____

Phone Number: _____ Fax Number: _____

Email: _____ Website: _____

Mailing Address: _____

City/State/Zip _____

Delivery Address: _____

City/State/Zip _____



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093

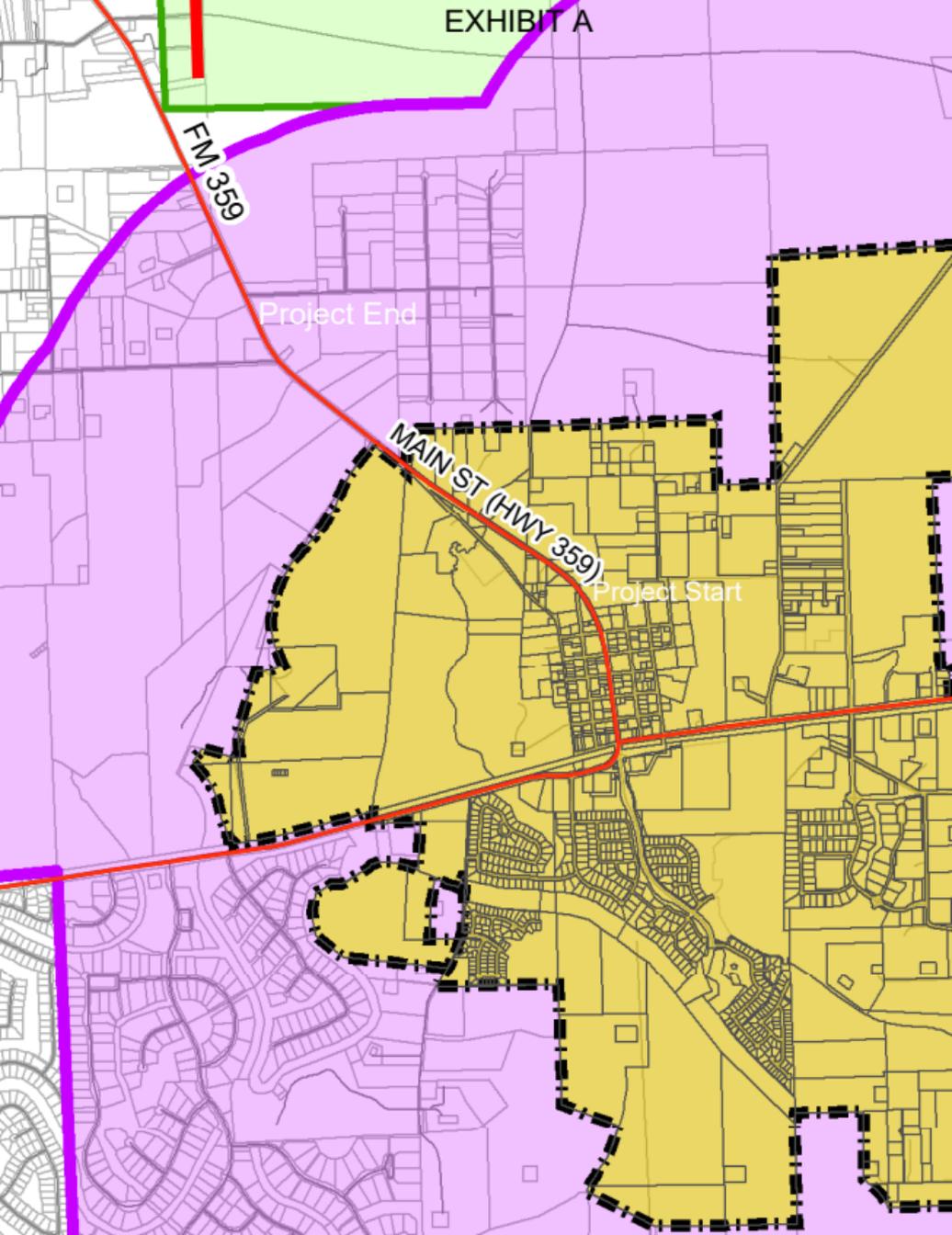
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- J. All materials submitted to the City in response to a competitive solicitation, upon receipt by the City become public property, and are subject to the Texas Government Code Chapter 552 (Texas Public Information Act). There will be no disclosure of contents to competing teams and all responses will be kept confidential during the selection process to the degree permitted by law. The City is subject to the Texas Public Information Act (Texas Government Code 552). In accordance with the provisions of Texas Government Code 552.110, trade secrets, commercial or financial information that may be privileged or confidential by statute or judicial decision, are exempt from required public disclosure. All submissions shall be opened in a manner that avoids disclosure of the contents to competing respondents and keeps the responses secret during negotiations, in accordance to the statutory provisions of Texas Government Code 552.104. A public opening will not be conducted with this procurement process.
- K. If a Respondent does not desire proprietary information in the proposal to be disclosed, each page must be identified and marked "proprietary" at the time of submittal. The City will, to the extent provided by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request. Respondents shall not be permitted to mark entire Proposal as proprietary. All information, documentation, and other materials not marked "confidential" shall be subject to public disclosure, after award of the contract.

EXHIBIT A



FM 359

Project End

MAIN ST (HWY 359)

Project Start

EXHIBIT B



The City of Fulshear

GENERAL SERVICES CONTRACT

Revised 08/15/2016

This General Services Contract (Contract) is made between the City of Fulshear, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- | | |
|--------------------------------------|----------------------------------|
| I. Summary of Contract Terms | IV. Special Terms and Conditions |
| II. Signatures | V. Additional Contract Documents |
| III. Standard Contractual Provisions | |

I. Summary of Contract Terms.

Contractor: _____

Description of Services: _____

Annual Base Service: _____

Length of Contract: _____

Repairs/Additional Work in addition to Base Contract Price: _____

Effective Date: _____

Termination Date: _____

Renewal: _____

II. Signatures. By signing below, the parties agree to the terms of this Contract:

CITY OF FULSHEAR:*

CONTRACTOR:

_____	By: _____
Signed by: Date: _____	Title: _____
____ City Manager or Assistant City Manager	Date: _____
____ Department Head	

*Contract Signature Authority: Department Heads -\$4,999 or less
City Manager or Assistant City Manager - \$5,000 to \$24,999

III. Standard Contractual Provision.

A. Definitions.

Contract means this General Services Contract.

Services means the services for which the City solicited bids or received proposals as described in this Contract.

B. Services and Payment. Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments to be made by the City to Contractor, including the time of payment and the payment of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code. The City is not liable to the Contractor for any taxes which the City is not liable by law, including state, local, or use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes shall not be added to any invoice.

C. Termination Provisions.

- (1) *City Termination for Convenience.* Under the paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminated this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.
- (2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its terms. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of the Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.
- (3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year and there are no funds from the City's sale of debt instruments to make the required payment, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the contract. (Section 5, Article XI, Texas Constitution)
- (4) Unless terminated earlier as referenced above, this Contract terminates on the termination date but the obligation of a party to complete a contract requirement pending on the date of termination survives termination; or if there is no termination date specified the Contract terminates when both parties have completed all their respective obligations under the Contract.

D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective and is void and unenforceable under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent

acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this contract who is sued by a third party of acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

- E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- F. Law Governing and Venue. This Contract is governed by the law of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas without regard to choice of venue provisions
- G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.
- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has not right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, methods, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a competent manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter relating to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should either party to this Contract sue the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.
- L. Contractual Limitations Period. Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)
- M. Conflicting Provisions. If there is a conflict between a provision in the Contractor's Additional Contract Documents and a provision in the remainder of this Contract, the latter controls.
- N. Copyright. Any original work (the Work), including any picture, video, music, brochure, writing, trademark, logo or other work created by the Contractor for the use of the City under this Contract is a "work made for hire," as defined by federal copyright law. If the Work is not by law a "work made for hire," the Contractor by execution of this Contract assigns to the City all of its rights to the Work, including the copyright. The City, as the author and owner of the copyright to the Work, may alter, reproduce, distribute, or make any other use of the Work, as it deems appropriate.

IV. Special Terms or Conditions. (Add as required)

V. *Additional Contract Documents.* The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision not included in the Contractor's Additional Contract Documents, does not apply to this contract.

A. Contractor's Additional Contract Documents:

1. Executed Contractor Insurance Requirements & Agreement (required insurance certificates shall be in possession of the City at actual commencement of work).

B. City's Additional Contract Documents:

1. Insurance Forms as required below.
2. Scope of Services as listed on the attached.

END OF DOCUMENT

SAMPLE

CITY OF FULSHEAR
REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

The Contractor shall comply with each and every condition contained herein. The Contractor shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Contractor 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 of Fulshear accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT

With reference to the foregoing insurance requirements, Contractor shall specifically endorse applicable insurance policies as follows:

- A. The City of Fulshear shall be named as an additional insured with respect to General Liability and Automobile Liability **on a separate endorsement**
- B. A waiver of subrogation in favor of The City of Fulshear shall be contained in the Workers Compensation and all liability policies and must be provided **on a separate endorsement.**
- C. All insurance policies shall be endorsed to the effect that The City of Fulshear will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Fulshear as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. **Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.**
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Fulshear of any material change in the insurance coverage.
- G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Contractor may maintain reasonable and customary deductibles, subject to approval by The City of Fulshear.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Contractors obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Contractor shall furnish The City of Fulshear with certified copies of all insurance ~~policies~~
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Fulshear within ten (10) business days after contract award and prior to starting any work by the successful contractor's insurance agent of record or insurance company. Also, prior to the start of any work and at the same time that the Certificate of Insurance is issued and sent to the City of Fulshear, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Fulshear. The certificate of insurance and endorsements shall be sent to:

City of Fulshear
Finance Office
P. O. Box 279
Fulshear, TX 77441

Emailed to: accounting@fulsheartexas.gov
Faxed to: (281) 346-2556

Questions, please contact Fulshear's Finance Department at (281) 346-8805



CERTIFICATE OF LIABILITY INSURANCE

A

DATE (MM/DD/YYYY)
01/01/1900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Agency 555 Main Street Tampa, FL 33333-0000	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER B: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER C: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER D: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER E: Insurance Carrier</td> <td>00000</td> </tr> <tr> <td>INSURER F: Insurance Carrier</td> <td>00000</td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Insurance Carrier	00000	INSURER B: Insurance Carrier	00000	INSURER C: Insurance Carrier	00000	INSURER D: Insurance Carrier	00000	INSURER E: Insurance Carrier	00000	INSURER F: Insurance Carrier
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INSURER E: Insurance Carrier	00000													
INSURER F: Insurance Carrier	00000													
INSURED XYZ Company 123 Apple Street Tampa, FL 22222-0000														

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AGG SUBR ILGR WVR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y Y	X123456	01/01/1900	01/01/1900	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MEO EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOSS					
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS	Y	123456789	01/01/1900	01/01/1900	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWN AUTOS					
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	Y Y				EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$					
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A Y	01234	01/01/1900	01/01/1900	<input checked="" type="checkbox"/> WC STATUTORY LIMITS EL EACH ACCIDENT \$ 500,000 EL DISEASE - EA EMPLOYEE \$ 500,000 EL DISEASE - POLICY LIMIT \$ 500,000
E	<input checked="" type="checkbox"/> Builder's Risk Professional Services	Y Y	123456	01/01/1900	01/01/1900	100% Insurable Value, replacement cost basis \$1,000,000 each claim / \$1,000,000 aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Effective January 1, 2012 must be compliant with Chapter 1811, Tex. Ins. Code (SB 425 enacted by Texas Legislature 82(R) session in 2011).

CERTIFICATE HOLDER City of Fulshear Purchasing Office P.O. Box 279 Fulshear, TX 77441	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AUTHORIZED SIGNATURE REQUIRED HERE
--	--

(Instructions for completing and submitting a certificate to the City of Fulshear)

Complete the certificate of insurance with the information listed below:

- A) Certificate of Insurance date
- B) Producer (Insurance Agency) Information -complete name, address, telephone information, & email address.
- C) Insured's (Insurance Policy Holder) Information -complete name & address information
- D) Insurer (name/names of insurance company) **(Remember the City requires all insurance companies to be Authorized to do business in the State of Texas and be rated by A.M. Best with a rating of B+ (or better) Class VI (or higher) or otherwise be acceptable to the City if not rated by A. M. Best)
- E) NAIC # (National Association of Insurance Commissioners, a # that is assigned by the State to all insurance companies)
- F) Insurer letter represents which insurance company provides which type of coverage from D
- G) General Liability Insurance Policy - must have an (x) in box. Also, "Occurrence" type policy -must have an (x) in the box (occurrence policy preferred but claims made policy can be accepted with special approval)
- H) This section shall be filled in with "Y" for yes under Additional Insured for all coverages, except for Professional Liability and Workers' Compensation. There shall also be a "Y" for yes under all coverages for subrogation waived.
- I) Automobile Liability Insurance – must be checked for Any Auto, All Owned Autos, Hired Autos
- J) Umbrella Coverage – must be checked in this section and by occurrence whenever it is required by written contract and in accordance with the contract value.
- K) Worker's Compensation and Employers Liability Insurance - information must be completed in this section of the certificate of insurance form (if applicable)
- L) Builder's Risk Policy – for construction projects as designated by the City of Fulshear.
Professional Liability Coverage – for professional services if required by the City of Fulshear.
- M) Insurance Policy #'s
- N) Insurance policy effective dates (always check for current dates)
- O) Insurance Policy limits (See **Insurance Requirements Checklist**)
- P) This section is to list projects, dates of projects, or location of project. Endorsements to the insurance policy(ies) must be provided separately and not in this section. The following endorsements are required by the City of Fulshear.
 - (1) Adding the City of Fulshear as an additional insured. The "additional insured" endorsement is not required for professional liability and workers compensation insurance; and
 - (2) Waiver of Subrogation
 - (3) Primary and Non-Contributory
 - (4) Cancellation Notice
- Q) City of Fulshear's name and address information must be listed in this section
- R) Notice of cancellation, non-renewal, or material change to the insurance policy(ies) must be provided to the City of Fulshear in accordance with a cancellation notice endorsement to the policy and/or per the policy provisions based on the endorsement adding the City as an additional insured. (Sec. 1811.155, Tex. Ins. Code)
- S) The certificate must be signed by the Authorized Agent in this section of the certificate form.

INSURANCE REQUIREMENTS-PROJECT SPECIFIC

City Staff shall determine the appropriate level of risk and assign the insurance requirements based on that risk. All Insurance Documents will be reviewed by Purchasing and Risk.

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

Workers' Compensation Statutory limits, State of TX.
 Employers' Liability \$500,000 per employee per disease / \$500,000 per employee per accident / \$500,000 by disease aggregate

Commercial General Liability:

	<u>Very High/High Risk</u>	<u>Medium Risk</u>	<u>Low Risk</u>
Each Occurrence	\$1,000,000	\$500,000	\$300,000
Fire Damage	\$300,000	\$100,000	\$100,000
Personal & ADV Injury	\$1,000,000	\$1,000,000	\$600,000
General Aggregate	\$2,000,000	\$1,000,000	\$600,000
Products/Compl Op	\$2,000,000	\$500,000	\$300,000
XCU	\$2,000,000	\$500,000	\$300,000

Automobile Liability: (Owned, Non-Owned, Hired and Injury & Property coverage for all)

<u>Very High/ High Risk</u>	<u>Medium Risk</u>	<u>Low Risk</u>
Combined Single Limits \$1,000,000 Bodily	Combined Single Limits \$500,000 Bodily	Combined Single Limits \$300,000 Bodily

Garage Liability for BI & PD
 \$1,000,000 each accident for Auto, \$1,000,000 each accident Non-Auto
 \$2,000,000 General Aggregate

Garage Keepers Coverage (for Auto Body & Repair Shops)
 \$500,000 any one unit/any loss and \$200,000 for contents

Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:

Contract value less than \$1,000,000: not required
 Contract value between \$1,000,000 and \$5,000,000: **\$4,000,000 is required**
 Contract value between \$5,000,000 and \$10,000,000: **\$9,000,000 is required**
 Contract value between \$10,000,000 and \$15,000,000: **\$15,000,000 is required**
 Contract value above \$15,000,000: **\$20,000,000 is required**
 Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.

Professional Liability, including, but not limited to services for Accountant, Appraiser, Architecture, Consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, constructions managers, including design/build Contractors.

Minimum limits of \$1,000,000 per claim/aggregate
 This coverage must be maintained for at least two (2) years after the project is completed.

Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Fulshear) Limit is 100% of insurable value, replacement cost basis

Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Fulshear)

Other Insurance Required: _____

NOTE: The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing & Risk Management if you need assistance or need additional information.

SAMPLE



CITY OF FULSHEAR

PO Box 279 / 30603 FM 1093

Fulshear, Texas 77441

Phone: 281-346-1796 ~ Fax: 281-346-2556

www.fulsheartexas.gov

EXHIBIT C

Services Proposed to be Provided: Place an "X" in the Box to indicate the services your firm will provide.

DESIGN AND RELATED SERVICES PHASE:

- Project design – PER and Final**
- Site Assessment** including geotechnical
- Contract/Construction Administration**
- Surveying, Easements and Related Services**
- CAD and GIS Capabilities**

CONSTRUCTION AND RELATED SERVICES PHASE:

- Contract/Construction Administration**
- Construction Management services**
- Surveying, Easements and Related Services**
- CAD and GIS Capabilities**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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.