

**PROFESSIONAL SERVICES CONTRACT
FOR
DESIGN/BUILD SERVICES FOR COULTER FIELD AIRPORT HANGAR PROJECT**

This Contract, dated _____, 2022, is between the **City of Bryan**, a Texas home-rule municipal corporation, (City) and **Don Jackson Construction, Inc.**, a Texas corporation (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 **Section 2**, the FIRM agrees to provide the City with the services as described in **Exhibit A, RFQ # 22-058** and **Exhibit B, Don Jackson Construction, Inc. – Response to the City of Bryan** which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: **Pre-Construction/Construction Engineering/Administration Phase for Coulter Airfield Hangar Project.**

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 C, Pre-Construction Fees.** 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 ONE HUNDRED SIXTY-FOUR THOUSAND FIFTY-FIVE DOLLARS (\$ **164,055.00**).

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

FIRM agrees to procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the FIRM, his agents, representatives, employees, or subcontractors. With respect to General Liability & Professional

Liability coverage should be maintained for a minimum of five (5) years after contract completion.

If the FIRM fails to maintain the required insurance, the City shall have the right to withhold payment to FIRM until coverage is reinstated or to terminate the contract.

1. **Commercial General Liability (CGL)**. FIRM shall maintain CGL and, if necessary, commercial umbrella insurance with a limit of not less than **\$5,000,000 each occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, property damage, bodily injury, and personal and advertising injury, and liability assumed under an insured's contract.
 - 1.2 **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the FIRM including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the FIRM's insurance.
2. **Business Automobile Liability (AL)**. FIRM shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit not less than **\$5,000,000 each accident**.
 - 2.1. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - 2.2. Coverage shall be written on ISO form CA 00 01, CA 00 08, CA 00 09.
3. **Workers' Compensation (WC)**. FIRM shall maintain workers compensation insurance with **Texas Statutory Limits** and Employers Liability insurance with a limit of not less than **\$1,000,000** per accident for bodily injury or disease.
 - 3.1. **This policy shall be endorsed with a waiver of subrogation in favor of the City** for all work performed by the FIRM, its employees, agents, and subcontractors.
4. **Builder's Risk (Course of Construction)**. FIRM shall maintain builder's risk insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions. FIRM may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage.
 - 4.1 Coverage shall **name the City as a loss payee** as their interest may appear
5. **Professional Liability (Errors and Omissions)**. FIRM shall maintain professional liability/error and omissions liability insurance appropriate to the FIRM's profession. Coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the FIRM's services as defined in this contract. Coverage shall be written subject to limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.
 - 5.1. If coverage is written on a claims-made basis, the FIRM warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that coverage will be maintained or an extended discovery period will be exercised

for a period of at least five (5) years after completion of the contract of work.

- 5.2. A copy of the claims reporting requirements must be submitted to the City within 5 days of request.

If the FIRM maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the FIRM.

By requiring insurance herein, the City does not represent that coverage and limits will necessarily be adequate to protect FIRM, and such coverage and limits shall not be deemed as a limitation on FIRM's liability under the indemnities granted to the City in this contract.

Self-insured retentions must be declared and approved by the City. The City may require the FIRM to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

The FIRM 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
P.O. Box 100
Bryan, Texas 77805
Emailed to: gmatern@bryantx.gov

General Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Primary Coverage.** For any claims related to this project, the **FIRM's insurance coverage shall be primary** insurance coverage as respects the City, its officers, officials, employees, and volunteers. There shall be no modification to make it excess over other available insurance. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the FIRM's insurance and shall not contribute with it.
2. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage **shall not be canceled, except with notice to the City.** If the City is notified a required insurance coverage will cancel or non-renew during the contract period, the FIRM 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.
3. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City.
4. **Waiver of Subrogation.** FIRM hereby grants to City a waiver of any rights of subrogation which any insurer of FIRM may acquire from FIRM by virtue of payment of any loss

under such insurance. FIRM agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Evidence of Insurance.** FIRM shall furnish the City with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) before work commences. However, failure to obtain the required documents prior to the work beginning or failure to identify a deficiency from evidence that has been provided shall not be construed as a waiver of the FIRM's obligation to maintain such insurance, or as a waiver to the enforcement of any of these provisions. FIRM shall provide certified copies of all required insurance policies within ten (10) days of City's written request of said copies.
6. **Subcontractors.** If the FIRM's insurance does not afford coverage on behalf of any subcontractor hired by the FIRM, the FIRM shall require and verify that all subcontractors shall maintain insurance meeting all the requirements stated herein, and FIRM shall ensure that City is and additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

6. Termination

A. The City may terminate this Contract at any time upon **thirty (30)** calendar days' 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. Government Code Provisions

A. FIRM must submit a disclosure of interested parties to the City in accordance with Section 2252.908 of the Texas Government Code and rules adopted under that section. The disclosure must be submitted at the time FIRM submits the signed contract to the City on a form prescribed by the Texas Ethics Commission.

B. FIRM verifies that it complies with the following provision: pursuant to Section 2252.152 of the Texas Government Code, contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organizations are prohibited, and a governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code.

C. FIRM verifies that it complies with the following provision: pursuant to Section 2271.002 of the Texas Government Code, a governmental entity may not enter in a contract for goods or services unless the contract contains written verification from the company that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.

8. 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. Venue for any matter arising from this Contract shall be in a court of appropriate jurisdiction 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: **Brandon Reid**
P.O. Box 1000
Bryan, Texas 77805

The FIRM:
Don Jackson Construction, Inc.
210 South Main Street
Riesel, Texas 76682

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. This Contract shall be binding upon and inure to the benefit of the parties to this Contract and their respective successors and, except as otherwise provided in this Contract, their assigns.

G. 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.

H. 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.

I. The provisions of this Contract are independent and severable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason, any other or others of them may be invalid or unenforceable in whole or in part. Furthermore, if a court of competent jurisdiction determines that any provision of this Contract is invalid or unenforceable as written, the court may interpret, construe, rewrite, or revise such provision to the fullest extent allowed by law, so as to make it valid and enforceable, consistent with the intent of the parties hereto.

J. (1) The FIRM shall apply basic safeguarding requirements and procedures to protect the FIRM's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

(2) FIRM shall include the substance of this Section J in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

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

CITY OF BRYAN:

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney
Date: _____

APPROVED FOR PROCESSING:

Brandon Reid, Airport Manager
Date: _____

Kevin Russell, Development Services Director
Date: _____

APPROVED FOR COUNCIL:

Kean Register, City Manager
Date: _____

Andrew Nelson, Mayor
Date: _____

ATTEST:

Mary L. Stratta, City Secretary
Date: _____

(FIRMS – Corporate Seal)

DON JACKSON CONSTRUCTION, INC:

By: _____

Printed Name: _____

Title: _____

Date: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the _____ day of _____, 2022, by
_____ on behalf of _____.

REQUEST FOR QUALIFICATIONS FOR

Design/Build Services

For the

**Design and Construction of a 10 unit T-Hangar
And 70'X60' box hangar And 140'X100' box hangar with internal office
space And 5-unit connected 45'X40' box hangars**



CITY OF BRYAN
The Good Life, Texas Style.™

RFQ #22-058

DUE DATE: June 9, 2022 @ 2:00 P.M. C.S.T.

**CITY OF BRYAN
205 E. 28th Street
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: <https://www.bryantx.gov/purchasing-services/#vendorethics> . If you are unable to obtain such information online, please contact the City of Bryan Purchasing Department, 205 E. 28th 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.

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INTRODUCTION

The City of Bryan, Texas is requesting qualifications for design/build services necessary to design, and manage the construction of a T-Hangar and box hangar at Coulter Field Airport. The scope of work shall include the design and construction of a T-hangar and the design and construction of a box hangar with office space. The purpose of the Request for Qualifications (RFQ) process is to identify the most qualified firm. It is intended that the selected firm or team accomplish and/or supply all services outlined in this Request for Qualifications. The City has made no promises or representations and cannot offer, promise or guarantee that the selected firm will be awarded any future contracts to provide additional Design/Build services to the City.

Electronic or Sealed responses will be accepted until **2:00 p.m. CST on Thursday, June 9, 2022** and should be addressed to:

**City of Bryan - Purchasing Department
Phebe Mosley, Purchasing Supervisor
205 E. 28th Street
Bryan, TX 77803**

You may upload one (1) electronic document in the format prescribed herein on our website at <https://brazosbid.ionwave.net>. Please note that the City of Bryan is not responsible for high internet traffic/demand at or near the time the response packages are due and that firms submitting their response package during peak traffic times risk their submittal not being received by the due date and time. However, if you choose to respond in writing, one (1) unbound original must be returned in a sealed envelope bearing the name and address of the Respondent and the RFQ name/number.

Join Zoom Videoconference for RFQ Public Acknowledgment (*reading of firm names only*) on June 9, 2022 at 2:00 p.m. CST:

<https://us02web.zoom.us/j/84403835290?pwd=MGVQdGtsdnF1ZnB0ZUFGNWVPck4wdz09>

or dial in at +1 346 248 7799, Meeting ID: 844 0383 5290, Passcode: 784389

In order to ensure a fair and objective RFQ process and evaluation, all questions and inquiries related to this RFQ shall be addressed in writing via the Brazos Valley Online Bidding System (<https://brazosbid.ionwave.net>) to the individual identified above. **The deadline for written questions and inquiries/clarifications is Friday, June 3, 2022 @ 10:00 a.m. CST.** 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 proposal from further consideration.

The RFQ is available online at <https://brazosbid.ionwave.net> or may be examined at the Purchasing Department Office at 205 E. 28th Street, Bryan, Texas.

The City believes that the data contained in this RFQ is sufficient for the preparation of an SOQ. 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 firms simultaneously

SCHEDULE OF EVENTS

Release RFQ	May 25, 2022
Deadline for Questions	June 3, 2022 @ 10:00am
RFQ Submission Deadline	June 9, 2022 @ 2:00pm
RFQ Evaluations	June 10, 2022, until completed
Earliest Award of Contract	August 2022
Completion of the Scope of Services	January 2024

DEFINITIONS, TERMS AND CONDITIONS

Definitions

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

CITY OF BRYAN/CITY – A Home Rule Municipal Corporation.

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

RFQ - Request for Qualifications

SOQ - Statement of Qualifications

DESIGN/BUILD FIRM – A “Design / Build Firm” is a sole proprietorship, partnership, corporation, or other legal entity that assumes the risk for the design, documentation, construction, rehabilitation, alteration, or repair of a facility at the contracted price as a general contractor and provides consultation to the City regarding all phases of the design and construction of the facility. Firms submitting Statements of Qualifications shall be referred to as “Firm,” and in some instances referred to as “Respondents”.

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

Receipt of Request for Qualifications

The submitted RFQ must be received by the Purchasing Department prior to the time and date specified. The mere fact that the RFQ was dispatched will not be considered; the firm must insure that the RFQ is actually delivered. RFQ’s received after the date and time specified in the Schedule of Events shall be returned unopened and will be considered void and unacceptable. The City of Bryan is not responsible for lateness of mail carrier, etc., and time/date stamp in the Purchasing Department shall be the official time of receipt.

Submittals cannot be altered or amended after the closing date. Alterations made before closing must be initialed by Firm guaranteeing authenticity. Submittals may not be withdrawn after the closing date.

Submittals will be publicly acknowledged via Zoom as stated on page three (3). Firms, their representative(s), and interested persons may be present to hear the reading of the firm names only. Submittals shall remain valid for a period of ninety (90) days from the date and time of the submission deadline date.

SOQ documents **must** be submitted as instructed in the Introduction on page three (3).

By submitting a submittal, the Firm certifies that it has fully read and understands this “Request for Qualification” 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 Firm’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 Firm.

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

The Firm shall furnish any additional information as the City of Bryan may require. The City of Bryan reserves the right to make investigation of the qualifications of the Firm(s) as they deem appropriate.

This RFQ, when properly accepted by the City of Bryan, shall constitute a contract equally binding between the successful Firm and the City of Bryan. No different or additional terms will become part of this Contract with the exception of a Change Order.

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

Reservations

The City of Bryan 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 to be in the best interest of the City of Bryan. All SOQs become the property of the City of Bryan.

The City of Bryan reserves the right to waive any informalities and technicalities and to accept the Firm considered most advantageous in order to obtain the best value for the City. Causes for rejection of a proposal may include but shall not be limited to the Firm’s current violation of any City ordinance, the Firm’s current inability to satisfactorily perform the work or service, or the Firm’s previous failure to properly and timely perform its obligations under a contract with the City. **Firms may be disqualified and rejection of proposals may be recommended for any (but not limited to) of the following causes:** 1) Failure to use the forms furnished by the City; 2) Lack of signature by an authorized representative on the Certification form; 3) Failure to properly complete the proposal; 4) Evidence of collusion among Firms; 5) Omission of uncertified personal or company check as a proposal guarantee (if Bid Bond required); or 6) Any alteration of the language contained within the RFQ forms. The City of Bryan 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 submittal regardless of whether that firm or team is selected. Submission of a SOQ indicates acceptance by the Firm 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 firm selected.

The City of Bryan may conduct reference checks as needed to evaluate submittals. The City may contact those listed, and inclusion of this listing in your proposal is agreement that the City may contact the named reference. The City reserves the right to contact other companies or individuals that can provide information to the City that will assist the City in evaluating the capability of the Firm.

Reimbursements

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

Certification

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

By submitting a SOQ, the Firm certifies that it 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 Firm's own risk, and Firm cannot secure relief on pleas or error. Neither law nor regulations make allowance for error of omission or commission on part of Firm.

Standard Contract

This Request for Qualifications includes the City's Standard Form of Agreement Contract (Exhibit A). The Firm should review this agreement thoroughly. The enclosed "Certification Authorization Acknowledgment Form" must be properly executed and provided with the sealed submittals indicating the Firm's willingness to execute the City's Standard Form of Agreement Contract. If Firm has any exceptions to the standard terms and conditions, Firm must identify any provision they are not prepared to satisfy in their SOQ submission.

Communication

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

Upon request, Firms will be supplied with the original RFQ documents in electronic form to aid in the preparation of a SOQ. Firm, by accepting these electronic documents, agrees not to edit or change the language or format of these documents. Submission of a SOQ by Firm signifies full agreement with this requirement.

Management

Should there be a change in ownership or management; the contract shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices. This contract is nontransferable by either party.

Payment Terms

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

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 respondents. At the discretion of the City, all firm(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.

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

Disclosure

At the public opening, there will be no disclosure of contents to competing firms, and all RFQs will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all RFQs will be open for public inspection after the RFQ process.

Award of the Contract

Award of the contract shall be based on demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended practices and fees of the various professional associations and do not exceed any maximums provided by state law.

Addenda

In the event of a needed change in the published 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 the firm's response package as acknowledgement of the addendum. Responders are responsible for obtaining all published addenda from the City of Bryan Purchasing Office or by downloading these documents from the City of Bryan website. The City assumes no responsibility for the Responder's failure to obtain and/or properly submit any addendum. Failure to acknowledge and submit any addendum may be cause for the RFQ to be rejected. The City's decision to accept or reject any particular RFQ due to a failure to acknowledge and submit addenda shall be final.

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

Firms should be aware that the RFQ and the contents of the successful proposal 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 Submittals, the RFQ will rule.

Award of the contract shall be based on demonstrated competence and qualifications, so long as the professional fees are consistent with, and not higher than the published recommended

practices and fees of the various professional associations and do not exceed any maximums provided by state law.

The opportunity for City of Bryan to enter into contract with the successful Firm(s) will remain open for a period of ninety (90) days from the date and time of the proposal submission deadline date, with the same terms, conditions and negotiated fee schedule.

The City of Bryan will not accept any contract terms that require pre-payment for services, supplies or equipment.

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in the resulting contract. All Change Orders to the contract will be made in writing by the Purchasing Manager or his designee for the City of Bryan.

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 manager to continue the contract with its present provisions and prices. This Contract is nontransferable by either party.

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

All invoicing shall be submitted in duplicate to the City of Bryan. If invoices are subject to cash discount, discount period is to be taken from the date of completion of order or date of receipt of invoice, whichever occurs last regardless of whether or not correct discount terms appear on invoice. All invoices are to be paid in full within 30 days after satisfactory delivery of services and billing.

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

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

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

The City of Bryan operates and is funded on a fiscal year basis; accordingly, the City of Bryan reserves the right to terminate, without liability, any contract for which funding is not available. Renewal of contract will be in accordance with Local Government Code 271.903 concerning non-appropriation of funds for multi-year contracts.

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 .

GENERAL INFORMATION

Background

The City of Bryan is located in Central Texas between Austin and Houston. The City of Bryan was incorporated in 1872. The original square-mile town site now consists of more than 43.4 square miles. The 2013 population estimate for Bryan is 78,709.

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

Coulter Field is a municipally owned, public use airport that is comprised of approximately 360 acres. Coulter Field provides aeronautical services including; aviation blended fuels, flight training, aircraft maintenance and repair, pilot supplies, as well as hangar storage. The physical address is 6120 E. State Hwy 21, Bryan Tx.

INTENT AND SCOPE OF WORK

The City of Bryan is requesting qualifications for Design/Build, and associated services in accordance with the requirements specified herein and including all provisions set forth in the accompanying documentation.

It is the City of Bryan intent to contract with one (1) firm to Design, Develop and manage all phases of the project through construction completion and building occupancy of 1 10 unit T-Hangar and 1 70'X60' box hangar and 1 140'X100' box hangar with internal office space and 5-unit connected 45'X40'box hangars and any associated service(s).

T-Hangar – Will consist of a 10 nested T-Hangar metal constructed building with bi-fold doors. The T-hangar shall incorporate sufficient electrical service to accommodate general electrical uses, specifically wall outlets, LED lighting, and door mechanisms. The T-Hangar shall be compliant with all applicable building codes, including ADA requirements, and wind load requirements.

The Hangar shall have an apron and access taxiway designed and constructed to allow aircraft access to hangar units. Hangars may be split into two smaller hangars to better utilize available space on the site.

Box Hangar – Will consist of a 70'X60' clear span metal constructed hangar. with bi-fold door. The box hangar shall incorporate sufficient electrical service to accommodate general electrical uses, specifically wall outlets, LED lighting, and door mechanisms. The box hangar shall be compliant with all applicable building codes, including ADA requirements, and wind load requirements. The hangar should be outfitted with plumbing to accommodate future buildout of bathroom and sink.

The Hangar shall have an apron designed and constructed to allow aircraft access to hangar.

Box Hangar – Will consist of a 140'X100' clear span metal constructed hangar with sliding doors. The hangar will require a sprinkler system to meet applicable fire code. The box hangar shall incorporate sufficient electrical service to accommodate general electrical uses, specifically wall outlets, LED lighting, and door mechanisms. The box hangar shall be compliant with all applicable building codes, including ADA requirements, and wind load requirements. The hangar must incorporate two-story internal space to be built into storage and office space.

The Hangar shall have an apron designed and constructed to allow aircraft access to hangar.

5-unit connected Box Hangar – Will consist of (1) continuous common wall box hangar with 45' openings with a bi-fold door. The 5-unit box hangar shall incorporate sufficient electrical service to accommodate general electrical uses, specifically wall outlets, LED lighting, and door mechanisms. The box hangar shall be compliant with all applicable building codes, including ADA requirements, and wind load requirements.

The Hangar shall have an apron designed and constructed to allow aircraft access to hangar.

Budget Constraints - Funds are limited to a maximum \$4,300,000.00 for the aspects of the project covered by this RFQ including the design and construction associated with the building of this facility. Fees shall be negotiated with the selected Firm as part of the contract negotiation.

Scope of Services:

Architectural Services

The scope of the work outlined in this proposal includes the design of all major building elements, materials and finishes, construction documents to convey the intent of the design to bidders and contractors, and provisions for construction. In addition, this scope outlines mechanical, electrical, and plumbing (MEP), civil and landscape design services,

The proposal should list all specialty consultants such as those used for landscape architects, structural, MEP, civil.

Civil Engineering services shall include, but are not limited to, engineering site plans and final plats that will address water, sewer, drainage, easements, landscaping, etc. in accordance with the City of Bryan.

The submittal shall also include:

A detailed description of the Architect's experience and capabilities to perform the work described.

A minimum of three (3) client references that demonstrate projects of similar scope, size, and quality. Each shall include the client's name, title, address, and current telephone number of the individual directly responsible for the work

The City of Bryan reserves the right at any time to obtain an independent cost estimator at the owner's expense.

The City of Bryan also reserves the right to visit similar projects prior to awarding of the design/build contract.

Preliminary Design Services

Conduct meetings with key City staff to review basic assumptions, ascertain basic functional requirements and review any previously developed documents which detail spatial requirements

Refine the project based on preliminary input and submit preliminary report to owner.

The Design/Builder and the Owner shall meet weekly to discuss and evaluate the project(s) status.

Design Services

The Design/Builder and Owner shall meet weekly to develop and review plans and specifications.

Provide thorough and comprehensive plans and specifications to the Owner at the 50%, 90%, and 100% design completion stages including cost estimates.

Provide code review/analysis relative to the space plans.

Develop civil engineering site plans in accordance with City's General Development Ordinance.

Provide set of floor and construction plans for owner approval.

Develop design of exterior elevations indicating materials, finishes and profiles of wall planes.

Submit exterior elevations for owner approval.

Provide preliminary structural, MEP and civil engineering design.

Upon approval by the Owner, the Design/Builder shall finalize construction documents. The Design/Builder shall provide final documents to the owner.

Provide architectural drawings and specifications to describe the construction and detailing of the project for bidding, permitting, and construction.

Provide MEP, structural, drawings and specifications to describe the construction and detailing of the project for bidding, permitting, and construction.

Attend all City Council meetings needed to coordinate the overall process.

Periodic site visits to review quality and progress of construction in relationship to the schedule and adherence to design intent.

Shop Drawing Review and Approvals

The Design/Builder shall submit architectural plans, and engineering site plans in accordance with the City of Bryans General Development Review process.

Presentations to City Staff to review progress, present issues, and review change orders.

Provide construction as-built drawings including redlined version for the City of Bryan's Engineering Department including updated final drawing package.

Construction Services

Pre-construction Services of the Design/Builder shall include, but may not be limited to the following:

The Design/Builder and Owner shall meet weekly to discuss the project(s).

When the drawings and specifications are completed by the Design/Builder and approved by the Owner, the Design/Builder shall prepare a Guaranteed Maximum Price, which shall be the sum of the estimated total cost of the construction project.

Recommend and manage solutions to maintain schedule and budget.
Develop all construction documents.

Obtain all necessary permits.

Construction and Post Construction Services

Construction and Post-Construction Services of the Design/Builder shall include, but may not be limited to the following:

Manage and coordinate all phases of construction.

Conduct weekly progress meetings with Design/Builder and Owner.

Prepare monthly construction estimates and submit to the Owner's Representative for payment.

Provide regular monitoring and daily inspection of work site to determine progress and conformance with documents. The City reserves the right to have additional on-site inspections of the project.

Provide project office management and site security.

Review and process change orders to owner for City Staff consideration.

Prepare final punch list for deficient or unfinished work.

Submit request for certificate of occupancy.

FORMAT REQUIREMENT

Requirements:

The following instructions describe the form in which submittals must be submitted.

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

Submittal documents should provide a straightforward, concise description of the Firm'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 of Bryan. The requirements stated do not preclude Firms herein from furnishing additional reports, functions, and costs as deemed appropriate.

You may upload one (1) electronic document in the format prescribed herein on our website at <https://brazosbid.ionwave.net>. However, if you choose to respond in writing, one (1) unbound original must be returned in a sealed envelope bearing the name and address of the Respondent and the RFQ name/number and sent to the address shown on page three (3)

To facilitate the review of the responses, firms shall follow the described proposal format:

TAB A

Qualifications and Experience

The respondent must provide qualifications in providing airport design/build construction services.

Identify method of quality control and project management, value engineering, subcontractor management, coordination of multi-bid package procurement, project scheduling and project reporting including minutes of meetings, and daily progress reports.

- Level of Experience. Identify past projects, including size and scope, budgets, actual building costs, and on-time performance. Identify past experience and effectiveness in maintaining the overall construction schedule.
- Staff & Key Personnel. Proposed organization structure and capabilities of managing an aggressive multi-bid package construction project.

Resumes, position description, project responsibilities, existing workload, and project percentage commitment of the key contract person who will be responsible for management of the overall project between the Design/Builder and the Owner.

Also, provide the methodology used in selecting the proposed project manager and project team members. Resumes shall include education, years of experience, construction management project experience, and current assignments

TAB B

Firm's History of Cost Estimates and Budget Performance

- Demonstrate the Firm's History of Accuracy of Cost Estimates and Ability to Perform within Budget Constraints. 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. Provide a summary of the measures taken by the Firm to ensure the project was realized within the project budget.

TAB C

Project design and methodology including technical approach and understanding of the scope of the project.

- Work Plan & Project Schedule. Provide detailed work plan of your perception of how this project can be developed, designed, and implemented in a timely and responsible manner. Provide an overall project schedule to include the key phases of the project from program, design, Contractor selection, construction documents review, construction administration and inspection, and final closeout documentation
- Design Abilities & Communication Skills. The Respondent must demonstrate their ability to programmatically and schematically design this project within the parameters of our environment, location, budget and space requirement.

Demonstrate the communication process and site logistics for this project and the steps the Owner and/or owner's representative can take if conflicts occur during any phase of the design/build project.

- Knowledge of Area's Contractors/Subcontractors. Demonstrate your knowledge of quality Contractors and Subcontractors in the Bryan and surrounding area that would meet the qualifications for this type and size project.
- Design/Build Supervision. Identify your capacity and work plan to support this project with your office staff. Identify your Company's capacity and work plan to support this project in the field
- Owner's Representative. Please provide specific examples of past experience in working with an owner's representative on a project.
- Project Documentation. Proposed report documents to be used to manage the project(s). The reports shall address the techniques associated with detailed cost estimating, schedule monitoring, project budgets, weekly project status reporting including identification of potential problems, impacts and recovery plans.

TAB D

References & Claims

Provide references for similarly successful projects from three government agencies, including the name of the agency, contact name, telephone, fax and email address.

Claims, Suits and Resolution. Provide complete and accurate responses to the following questions:

- Has your Company ever failed to complete any work awarded to it?
- Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your Company or its officers?
- Has your Company filed any lawsuits or requested arbitration with regard to construction contracts within the last five years? If yes, please provide details.
- What is your Company's position on dispute avoidance programs?
- Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when (i) it failed to complete a construction contract or (ii) was terminated for any reason during the performance of a construction contract? (If the answer to any of the above is yes, please provide details).

TAB E

Certification page, acknowledgement of any Addenda issued.

EVALUATION FACTORS

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

Submittals that pass the preliminary review will be evaluated on how well the submittal meets the needs of the City of Bryan as described in the Firm's response to each requirement listed in the RFQ. The Selection Committee will review all written submittal that meet the minimum requirements and will select what it deems to be the top two to four submittals 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 submittals.

Evaluation Factors

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

- 35% Qualifications and experience
- 20% Firm's History of Cost Estimates and Budget Performance
- 30% Project design and methodology including technical approach and understanding of the scope of the project.
- 15% References & Claims

SPECIAL PROVISIONS

Selection Process

A selection committee composed of Brandon Reid (Airport Manager), Kevin Russell (Director of Economic Development) and any other persons they may identify shall review all submittals.

Selection shall be based on the responsible Respondents whose submittal(s) is determined to be the **best value to the City of Bryan**, considering the relative importance of the evaluation criteria listed herein.

Oral Presentations

After all submittals 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 the 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.

BONDS & INSURANCE REQUIREMENTS

BONDS

When the contract amount is **\$50,000** or more, a payment bond in an amount of not less than one hundred percent (100%) of the contract price, conditioned upon payment to all persons supplying labor and materials, shall be executed by the successful Design/Build Firm and shall accompany the signed contract.

When the contract amount is **\$100,000** or more, a performance and a payment bond in an amount of not less than one hundred percent (100%) of the contract price, conditioned upon faithful performance of the contract in accordance with the plans, specifications and contract documents and payment to all persons supplying labor and materials, shall be executed by the successful Design/Build Firm and shall accompany the signed contract.

INSURANCE

FIRM agrees to procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the FIRM, his agents, representatives, employees, or subcontractors. With respect to General Liability & Professional Liability coverage should be maintained for a minimum of five (5) years after contract completion.

If the FIRM fails to maintain the required insurance, the City shall have the right to withhold payment to FIRM until coverage is reinstated or to terminate the contract.

1. **Commercial General Liability (CGL).** FIRM shall maintain CGL and, if necessary, commercial umbrella insurance with a limit of not less than **\$5,000,000 each occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, property damage, bodily injury, and personal and advertising injury, and liability assumed under an insured's contract.
 - 1.2 **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the FIRM including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the FIRM's insurance.
2. **Business Automobile Liability (AL).** FIRM shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit not less than **\$5,000,000 each accident**.
 - 2.1. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - 2.2. Coverage shall be written on ISO form CA 00 01, CA 00 08, CA 00 09.

3. **Workers' Compensation (WC).** FIRM shall maintain workers compensation insurance with **Texas Statutory Limits** and Employers Liability insurance with a limit of not less than **\$1,000,000** per accident for bodily injury or disease.
 - 3.1. **This policy shall be endorsed with a waiver of subrogation in favor of the City** for all work performed by the FIRM, its employees, agents, and subcontractors.

4. **Builder's Risk (Course of Construction).** FIRM shall maintain builder's risk insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions. FIRM may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage.
 - 4.1. Coverage shall **name the City as a loss payee** as their interest may appear.

5. **Professional Liability (Errors and Omissions).** FIRM shall maintain professional liability/error and omissions liability insurance appropriate to the FIRM's profession. Coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the FIRM's services as defined in this contract. Coverage shall be written subject to limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.
 - 5.1. If coverage is written on a claims-made basis, the FIRM warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that coverage will be maintained or an extended discovery period will be exercised for a period of **at least five (5) years after completion of the contract of work**.

 - 5.2. A copy of the claims reporting requirements must be submitted to the City within 5 days of request.

If the FIRM maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the FIRM.

By requiring insurance herein, the City does not represent that coverage and limits will necessarily be adequate to protect FIRM, and such coverage and limits shall not be deemed as a limitation on FIRM's liability under the indemnities granted to the City in this contract.

Self-insured retentions must be declared and approved by the City. The City may require the FIRM to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

The FIRM 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
P.O. Box 100
Bryan, Texas 77805
Emailed to: gmatern@bryantx.gov

General Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Primary Coverage.** For any claims related to this project, the **FIRM's insurance coverage shall be primary** insurance coverage as respects the City, its officers, officials, employees, and volunteers. There shall be no modification to make it excess over other available insurance. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the FIRM's insurance and shall not contribute with it.
2. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage **shall not be canceled, except with notice to the City.** If the City is notified a required insurance coverage will cancel or non-renew during the contract period, the FIRM 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.
3. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:-VII, unless otherwise acceptable to the City.
4. **Waiver of Subrogation.** FIRM hereby grants to City a waiver of any rights of subrogation which any insurer of FIRM may acquire from FIRM by virtue of payment of any loss under such insurance. FIRM agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
5. **Evidence of Insurance.** FIRM shall furnish the City with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) before work commences. However, failure to obtain the required documents prior to the work beginning or failure to identify a deficiency from evidence that has been provided shall not be construed as a waiver of the FIRM's obligation to maintain such insurance, or as a waiver to the enforcement of any of these provisions. FIRM shall provide certified copies of all required insurance policies within 10 days of City's written request of said copies.
6. **Subcontractors.** If the FIRM's insurance does not afford coverage on behalf of any subcontractor hired by the FIRM, the FIRM shall require and verify that all subcontractors shall maintain insurance meeting all the requirements stated herein, and FIRM shall ensure that City is and additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk prior experience, insurer, coverage, or other circumstances

CERTIFICATION AND AUTHORIZATION

RFQ #22-058

The undersigned certifies that he has fully read and understands this "Request for Qualifications" and has full knowledge of the scope, quantity, and quality of the services and materials 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 they are duly authorized to submit this SOQ, this SOQ has not been prepared in collusion with any other Firm, and the contents of this SOQ have not been communicated to any other Firm prior to the official opening of this SOQ. Additionally, the undersigned affirms the Firm is willing to sign the enclosed Standard Form of Agreement (Exhibit B, if applicable).

By signing below, the FIRM certifies that neither the signatory, nor any co-owner of the FIRM, is related to a member of the City Council of the City of Bryan within the third degree of consanguinity (blood) or within the second degree of affinity (marriage).

Signed By: _____ Title: _____ Date: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Fax No.: _____

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

Email: _____ Federal Tax ID No.: _____

EXHIBIT A

STANDARD FORM OF AGREEMENT/CONTRACT

CONTRACT FOR

This Contract, dated _____, 2022, is between the **City of Bryan**, a Texas home-rule municipal corporation, (the City) and **XXXXXX** (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 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**. 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 **\$XXXXXXXX**.

3. Time of Performance

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

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**.

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

FIRM agrees to procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the FIRM, his agents, representatives, employees, or subcontractors. With respect to General Liability & Professional Liability coverage should be maintained for a minimum of five (5) years after contract

completion.

If the FIRM fails to maintain the required insurance, the City shall have the right to withhold payment to FIRM until coverage is reinstated or to terminate the contract.

1. **Commercial General Liability (CGL)**. FIRM shall maintain CGL and, if necessary, commercial umbrella insurance with a limit of not less than **\$5,000,000 each occurrence**. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, products-completed operations, property damage, bodily injury, and personal and advertising injury, and liability assumed under an insured's contract.
 - 1.2 **The City, its officers, officials, employees, and volunteers are to be covered as additional insureds** with respect to liability arising out of work or operations performed by or on behalf of the FIRM including materials, parts or equipment furnished in connection with such work or operations. This can be provided in the form of an endorsement to the FIRM's insurance.
2. **Business Automobile Liability (AL)**. FIRM shall maintain automobile liability and, if necessary, commercial umbrella liability insurance with a limit not less than **\$5,000,000 each accident**.
 - 2.1. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - 2.2. Coverage shall be written on ISO form CA 00 01, CA 00 08, CA 00 09.
3. **Workers' Compensation (WC)**. FIRM shall maintain workers compensation insurance with **Texas Statutory Limits** and Employers Liability insurance with a limit of not less than **\$1,000,000** per accident for bodily injury or disease.
 - 3.1. **This policy shall be endorsed with a waiver of subrogation in favor of the City** for all work performed by the FIRM, its employees, agents, and subcontractors.
4. **Builder's Risk (Course of Construction)**. FIRM shall maintain builder's risk insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project with no coinsurance penalty provisions. FIRM may submit evidence of Builder's Risk insurance in the form of Course of Construction coverage.
 - 4.1 Coverage shall **name the City as a loss payee** as their interest may appear
5. **Professional Liability (Errors and Omissions)**. FIRM shall maintain professional liability/error and omissions liability insurance appropriate to the FIRM's profession. Coverage shall apply to liability for a professional error, act, or omission arising out of the scope of the FIRM's services as defined in this contract. Coverage shall be written subject to limits not less than **\$2,000,000 per occurrence or claim, \$2,000,000 aggregate**.
 - 5.1. If coverage is written on a claims-made basis, the FIRM warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this contract; and that coverage will be maintained or an extended discovery period will be exercised

for a period of at least five (5) years after completion of the contract of work.

- 5.2. A copy of the claims reporting requirements must be submitted to the City within 5 days of request.

If the FIRM maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or higher limits maintained by the FIRM.

By requiring insurance herein, the City does not represent that coverage and limits will necessarily be adequate to protect FIRM, and such coverage and limits shall not be deemed as a limitation on FIRM's liability under the indemnities granted to the City in this contract.

Self-insured retentions must be declared and approved by the City. The City may require the FIRM to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or the City.

The FIRM 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
P.O. Box 100
Bryan, Texas 77805
Emailed to: gmatter@bryantx.gov

General Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Primary Coverage.** For any claims related to this project, the **FIRM's insurance coverage shall be primary** insurance coverage as respects the City, its officers, officials, employees, and volunteers. There shall be no modification to make it excess over other available insurance. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the FIRM's insurance and shall not contribute with it.
2. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage **shall not be canceled, except with notice to the City.** If the City is notified a required insurance coverage will cancel or non-renew during the contract period, the FIRM 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.
3. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A-:VII, unless otherwise acceptable to the City.
4. **Waiver of Subrogation.** FIRM hereby grants to City a waiver of any rights of subrogation

which any insurer of FIRM may acquire from FIRM by virtue of payment of any loss under such insurance. FIRM agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

5. **Evidence of Insurance.** FIRM shall furnish the City with certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth above, including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) before work commences. However, failure to obtain the required documents prior to the work beginning or failure to identify a deficiency from evidence that has been provided shall not be construed as a waiver of the FIRM's obligation to maintain such insurance, or as a waiver to the enforcement of any of these provisions. FIRM shall provide certified copies of all required insurance policies within 10 days of City's written request of said copies.
6. **Subcontractors.** If the FIRM's insurance does not afford coverage on behalf of any subcontractor hired by the FIRM, the FIRM shall require and verify that all subcontractors shall maintain insurance meeting all the requirements stated herein, and FIRM shall ensure that City is and additional insured on insurance required from subcontractors.

Special Risks or Circumstances

City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

6. Bond Requirements

A. For contracts over \$50,000.00, a Payment Bond in an amount of not less than 100% of the Contract price, conditioned upon payment of all persons supplying labor and furnishing materials, shall be executed by the successful bidder and accompany this signed Contract.

B. For contracts over \$100,000.00, a Performance Bond and a Payment Bond in an amount of not less than 100% of the Contract price, conditioned upon faithful performance of the Contract and payment of all persons supplying labor and furnishing materials, shall be executed by the successful bidder and accompany this signed Contract.

7. 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.

8. 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: **XXXXXX**
P.O. Box 1000
Bryan, Texas 77805

The FIRM:
XXXXXX
XXXXXX
XXXXXX

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. Pursuant to Texas Government Code 2270.002, a governmental entity may not enter into a contract with a company for goods or services unless the contract contains written verification the company that it:

- (1) does not boycott Israel: and
- (2) will not boycott Israel during the term of the contract

I. (1) The FIRM shall apply basic safeguarding requirements and procedures to protect the FIRM's information systems whenever the information systems store, process or transmit any information, not intended for public release, which is provided by or generated for the City. This requirement does not include information provided by the City to the public or simple transactional information, such as that necessary to process payments. These requirements and procedures shall include, at a minimum, the security control requirements "reflective of actions a prudent business person would employ" which are outlined in the Federal Acquisition Regulations FAR 52.204-21(b) and codified in the Code of Federal Regulations at 48 C.F.R. § 52.204-21(b) (2016).

(2) FIRM shall include the substance of this clause in subcontracts under this contract (including subcontracts for the acquisition of commercial items other than commercially available off-the-shelf items) in which the subcontractor may have City contract information residing in or transiting through its information system.

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

CITY OF BRYAN:

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

Date: _____

APPROVED FOR PROCESSING:

Brandon Reid, Airport Manager

Date: _____

Kevin Russell, Development Services Director

Date: _____

CITY OF BRYAN:

Kean Register, City Manager

Date: _____

Andrew Nelson, Mayor

Date: _____

ATTEST:

Mary L. Stratta, City Secretary

Date: _____

FIRM:

By: _____

Printed Name: _____

Title: _____

Date: _____

(FIRMS – Corporate Seal)

STATE OF TEXAS

§
§
§

ACKNOWLEDGEMENT

COUNTY OF _____

This instrument was acknowledged before me on the _____ day of _____, 2022, by
_____ on behalf of _____.

PERFORMANCE BOND

Bond No. _____

STATE OF TEXAS
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS That _____ of the City of _____, County of _____, and State of _____ as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Bryan of Brazos County, Texas (Owner), in the penal sum of _____ (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the day _____ of _____, 20____, to furnish all labor, materials and equipment necessary for completing _____

which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform said Contract and shall in all respects duly and faithfully observe and perform all and singular the covenants, conditions and agreements in and by said contract agreed and covenanted by the Principal to be observed and performed, and according to the true intent and meaning of said Contract and the Plans and the Specifications hereto annexed, then this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon's Texas Civil Statutes and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the

plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Brazos County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20 ____ .

_____ Principal	_____ Surety
By _____	By _____
Title _____	Title _____
Address _____	Address _____
_____	_____

The name and address of the Resident Agent of Surety is:

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.

PAYMENT BOND

Bond No. _____

STATE OF TEXAS
COUNTY OF

KNOW ALL MEN BY THESE PRESENTS That _____ of the City of _____, County of _____, and State of _____ as principal, and _____ authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto the City of Bryan of Brazos County, Texas (Owner), in the penal sum of _____ (\$ _____) for the payment whereof, the said Principal and Surety bind themselves and their heirs, administrators, executors, successors and assigns, jointly and severally by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, 20____, to furnish all labor, materials and equipment necessary for completing _____

_____ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and materials to him or a subcontractor in the prosecution of the work provided for in said contract, then, this obligation shall be void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253, Government Code, Vernon’s Texas Civil Statutes and all liabilities on this bond shall be determined in accordance with the provisions of said Code to the same extent as if it were copied at length herein.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed there under, or the plans, specifications or drawings accompanying the same, shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work to be performed thereunder. Performable and enforceable in Brazos County, Texas.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this _____ day of _____, 20_____.

Principal

Surety

By _____

By _____

Title _____

Title _____

Address _____

Address _____

The name and address of the Resident Agent of Surety is:

Corporation Seal if Corporation.

Bonding Company Seal if Bonding Company.