



REQUEST FOR QUALIFICATIONS

Space Needs Assessment and Facilities Master Plan

ISSUED BY:
City of Tyler
212 N. Bonner
Tyler, TX 75702

INTRODUCTION

The City of Tyler is accepting Statements of Qualifications (SOQ) from qualified consultants interested in providing a space needs assessment and facilities master plan to address the city's existing as well as future facility needs.

It is the intent of the City of Tyler to select a single consultant to accomplish all the services outlined in this Request for Qualifications.

The City of Tyler will receive sealed responses for a Space Needs Assessment and Facilities Master Plan to provide for a contract commencing within thirty (30) days after the date of the award by the City of Tyler and continuing for a period sufficient to complete the original scope of work but no more than a six (6) month period without specific approval from the City of Tyler.

IT IS UNDERSTOOD that the City of Tyler reserves the right to negotiate all elements that comprise the response and to accept or reject part or all of the response.

Request for Qualifications documents are available at the City of Tyler Engineering office and online at <https://www.cityoftyler.org/government/departments/purchasing> If Addendums are posted online, they will be posted on the website(s).

DEFINITIONS

City or CITY– City of Tyler, Texas

Consultant - Professional or consulting firm submitting a response to this RFQ. This shall also include the successful Consultant or Firm.

Plan - Space Needs Assessment and Facilities Master Plan.

RFQ - Request for Qualification; this solicitation.

PURPOSE/BACKGROUND

PURPOSE

The City of Tyler, hereinafter referred to as the City, seeks responses to this Request for Qualifications (RFQ) from architects/consulting firms and agencies qualified and experienced in planning, developing, and implementing programs designed to facilitate successful complex planning projects with the capability of performing civil site design, architectural design and construction management. Qualified firms shall also demonstrate proven history of successful implementation of citizen participation programs in a timely and efficient manner. Qualified firms shall demonstrate a high level of **experience** in planning, strategies, financial planning and implementation of infrastructure and physical use of space to develop and design plans. The effort includes, but is not limited to:

1. Conduct site evaluations.
2. Review existing research, city and stakeholder master plans, regional strategic plans, and existing relevant programs.
3. Complete a facility deficiency report.
4. Projections of and forecast for municipal city office/facility needs for a twenty-year time frame.

5. Providing a minimum of three and no more than five options for land use and facility location planning.
6. Prepare and present a final report to the City including recommendations, policy direction, capital improvements and appropriate financial plans to achieve desired outcomes for each option.

Target Audience

The target audience of this RFQ is a professional architectural consulting firm capable of providing planning and potential architectural services for minor rehabilitation of existing buildings, reconstruction of existing buildings, and/or new construction analyses and plans.

BACKGROUND

Tyler, Texas. is the seat of government of Smith County, and the largest city in Northeast Texas. With a 2020 census population of 105,995, Tyler was the 33rd most populous city in Texas. Tyler is known as the "Rose Capital of America" (also the "Rose City" and the "Rose Capital of the World"), a nickname it earned from a long history of rose production, cultivation, and processing. It is home to the largest rose garden in the United States, a 14-acre public garden complex that has over 38,000 rose bushes of at least 500 different varieties. The Tyler Rose Garden Center is also home to the annual Texas Rose Festival which attracts thousands of tourists each October.

As Northeast Texas and Smith County's major economic, educational, financial, medical and cultural hub, Tyler is host to more than 20,000 higher education students with the University of Texas at Tyler, Texas College and Tyler Junior College. Tyler has an extensive health science center and a regional hospital system. It is the headquarters for Brookshire Grocery Company, Cavender's, Southside Bank , and Synthesizers.com.

The City of Tyler currently employs approximately 910 employees. Many of the city offices located within two miles of Tyler City Hall are currently overcrowded or in need of renovation. There is a need to evaluate the best use of building space and land use plans. The scope of this RFQ addresses this need.

City Owned Buildings (See Exhibit A):

1. **City Hall**, 212 N. Bonner Avenue, houses the office or department of the City Manager, City Secretary, City Clerk, Legal Services, Risk Management, Organizational Development, Information Technology, and Communications. City Hall is the main building encompassing Council Chambers for all Council and Commission/Board meetings and special meetings that reserve Council Chambers. It also contains a conference room that holds many meetings. The building, built in 1939, is 4 stories tall with a total square footage 18,227 sf, with parking and houses 42 employees.

2. **Information Technology**, housed on the 3rd floor of City Hall, occupies approximately 2,500 sf with 15 employees. Current space is at capacity with floor loading issues observed in the equipment room. Existing ventilation and cooling equipment systems and insufficient back-up power also limit the ability of growth and service of the department.
3. **Water Utilities Department (includes Engineering, Water Utilities business and administrative offices)** occupies approximately 10,300 sf. It is located at 511 W Locust St. and presently has about 32 employees combined. Current space is at or beyond capacity. Security concerns, office space, storage and adequate parking are problems in this area.
4. **Tyler Development Center**, located at 423 W Ferguson St. occupies 9561 sf. This building has gone through numerous floor plan configurations and is an aged building. Parking space is limited and office space is near capacity.
5. **Finance Department**, located at 304 N. Border Ave. occupies 6150 sf. and has 11 employees in this building. Office space is near capacity and secured storage of materials is a concern. Parking in this area is also near capacity with little room for growth.

SCOPE OF SERVICES:

Develop a needs assessment study and site evaluations. Provide a facility deficiency evaluation report. Develop a minimum of three but no more than five development options illustrating use of existing facilities and land, development of a centralized campus development and hybrid plans using existing or acquired properties and land. General costs for each of the recommended options will be prepared with each development option to include real estate acquisitions and liquidations, if applicable.

Once a final option (The Plan) is selected, it is the intention of the City to use the same firm to provide design services for recommended projects identified in The Plan and a refined estimate of associated costs for implementation. The Plan needs to address the entire operation, including storage capacity, administrative use, conference rooms, and other areas as necessary. Development of the Building Master Plan should consider a new facility, renovation of and/or addition to the existing building(s) and/or a combination of these. Specific responsibilities of the firm will include, but not be limited to, the following:

- Review current space usage of listed City Facilities to include an IT Building, Development Services (Buildings, Planning, GIS), Tyler Water Utilities (TWU) Administration, Engineering, Finance/Purchasing, Parks Administration, , Facilities Services Building, Legal, Risk Management, City Management Offices, Communications Department and Human Resources (Organizational Development) .

- Provide recommendations describing the expansion of current spaces and/or new facilities, for the departments listed above.
Complete a space needs assessment for the current and projected number, function and location of City employees.
- Provide a projection of future space needs with a 5-yr, 10-yr and 20-yr phasing plan. Include the factors related to the City's growth will be considered when evaluating current facilities.
- Identify opportunities to optimize use of current space.
- Provide recommendations and estimated costs associated with the implementation and phasing of The Plan.
- Prioritize facility maintenance requirements.
- Determine site needs and future parking requirements.
- All assessments and recommendations should take into account compliance with current City of Tyler development standards.

Questions or comments that the Consultant will need to address in the Plan:

General

- The Consultant will consider and evaluate other sites within the city including those owned by other existing public entity and privately owned facilities and/or sites.
- The Consultant will incorporate emergency management needs for each facility and make recommendations with cost estimates on the incorporation of required equipment at existing and/or recommended critical facilities and make recommendations for the location of an emergency operations center.
- The Consultant will incorporate information technology usage in the facilities and provide recommendations with cost estimates on any required improvements to keep current with existing and foreseen information technology advancements.
- The Consultant will consider and make recommendations on existing locations of city departments with existing and/or future buildings. Evaluate the benefits of consolidating similar functions for different departments in one location.

City Hall

- Assess existing and future space needs for future personnel needs. The Consultant will incorporate future staffing needs and departments from the city to incorporate into the Plan's recommendations and cost estimates.
- Assess the existing and future space needs for Council Chambers and future events and meetings. Assess and make recommendations with cost estimates on upgrading informational technology to provide better customer services for residents, businesses, and visitors.
- Assess and make recommendations on existing and future needs of conference room space. The City Hall Conference Room is heavily utilized. Provide recommendations on upgrades with technological improvements to such conference room to allow for more effective meetings.

Development Services (GIS Department, Planning and Development Services)

- Assess and make recommendations on current and future space needs.
- Development Services Department with regards to new personnel, including Engineering personnel, GIS personnel and additional equipment in the future including large format printers.
- Assess and make recommendations on existing and future needs of conference room space and provide recommendations on upgrades with technological improvements for effective conference room usage.

Public Works (Engineering, Water Administration and Water Business Office)

- The Consultant will assess the existing and future space needs for future personnel growth, equipment, materials, vehicles, etc. The consultant will assess and make recommendations with costs estimates on future growth and upgrades to public work's offices.
- Assess and make a recommendation on a city warehouse for storage space used by all city departments.
- The Consultant will assess and provide recommendations on continuing to house Streets and Parks personnel or other departments deemed advantageous to consolidate in a single building or adjacent buildings.

IT Facility

Assess and make recommendation on current and future space needs for the IT services department with regards to personnel growth, equipment needs and spacing, mechanical and ventilation needs of equipment, backup generator power, and IT equipment processing.

Project Management, Coordination and Communication

In addition to providing the specific services detailed herein, the successful Consultant shall coordinate with the City regarding the documented scope of services contained herein, participate in conference calls and meetings as required by the City, and provide timely invoicing and reporting of project progress. The Consultant shall obtain information from key city staff, elected officials, key stakeholders and stakeholder groups in the community on current and projected operations and facility needs.

Public Involvement Strategy

The successful Consultant shall provide for a public involvement strategy to gauge public opinion on future civic facilities. This may include online surveys, polls, etc., and meetings held around the city to maximize the opportunity for public involvement.

Project Schedule

The successful Consultant, in consultation with the City, shall perform its work in such a manner as to comply with a mutually agreed schedule. Pending unforeseen scheduling issues, the Plan shall be completed within a six (6) month timeframe unless otherwise approved by the City.

Meetings

- a) Initial staff meetings for organizational, technical and substantive issues.
- b) Initial meetings with community representatives to discuss issues of concern.
- c) Ongoing review and discussion of drafts with City staff.
- d) Public input meetings, etc. as called for in the Consultant's Public Involvement Strategy to review issues and obtain general direction.
- e) Presentation of draft plan components to city staff and City Council Infrastructure Committee.

- f) Presentation of draft plan at public meetings and adoption of final report by the City Council.

Reports

The final report will present the results of the study including:

- a) Needs assessment and facilities deficiencies report.
- b) Facility and space design concept for proposed Plan recommendations.
- c) The factors considered important to the phasing of the project.
- d) Cost estimates for the design and construction of implementing the proposed recommendations for each phase.

Document Format

The successful Consultant will provide one (1) original and eight (8) copies of both the draft and final versions of the Plan and Study in hard copy along with an electronic file in .pdf format and web-ready electronic format acceptable to the City. The successful Consultant will create all maps in a City approved geographical information systems (GIS) application. Maps and supporting documentation must be maintainable using current City software. All final map files will be presented in either an ArcGIS shape file or City approved file on a City approved form of submission.

RESPONSE TO THE RFQ

The following items are required in each response. In order to expedite the evaluation of responses, Consultants will organize their Statement of Qualifications (RFQ) in the same sequence. Instructions regarding scope and contents are given in this section. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of each response. All cost responses must be submitted on the form provided in this RFQ. Emailed responses will not be accepted. Responses must contain a concise presentation of sufficient length to be complete. Brevity is appreciated when possible. All documents and attachments will be contained in a presentation folder or binder no larger than 8½” by 11”. “Boilerplate” responses will not be acceptable.

1) COVER LETTER:

A cover letter with company name, address, phone number, project contact and principal signature is required, expressing interest in the project and certifying that sufficient resources in personnel, equipment, and time are available and can be committed to this project.

2) WORK PLAN:

Explain the work plan with detailed specific tasks as noted in Scope of Services Section of this RFQ. Note all tasks and the responsible parties including the City and sub-consultants.

3) PROJECT SCHEDULE:

A project schedule showing key task target dates (including community meetings, public meetings and staff team meetings) and estimated task duration.

4) PROJECT TEAM:

Provide a resume for the principal of the firm along with a resume for the project manager. Provide primary contact, names and titles of employees and all subconsultant team members, partnering firms and their team members who will have responsibilities under the subsequent agreement. Provide a brief background, qualifications and certifications of all participants to include professional work and areas of expertise.

5) RELEVANT EXPERIENCE:

List projects of a similar nature with which the successful Consultant has had direct experience. Be specific on why the referenced projects are like this project, including but not limited to project location, description, date of implementation, services provided by your firm for the project, and client contact information. Experience within the last five (5) years is preferred. Include project cost information and a link to project photos/deliverables, if not included in the response.

6) QUALITY CONTROL:

Describe how the successful consultant will provide quality control to monitor and resolve issues and check and cross-reference documents.

7) CERTIFICATION FORM:

Submit a completed Certification Form with the response.

8) CONFLICT OF INTEREST FORM (“CIQ”).

Submit a completed CIQ with the response.

Failure to address items 1 through 8 in the response to the Request for Qualifications Section in detail will be sufficient reason to eliminate a response from consideration.

EVALUATION OF RESPONSES

1) EVALUATION CRITERIA:

The City will evaluate the qualifications of consultants submitting responses based on, but not limited to, the following criteria and will award points in each category up to the maximum number of points listed:

Criteria	Maximum # of Points
1. Quality of response and all information requested has been submitted. The response has the correct number of responses.	10
2. The consultant's history, background, staffing, and capabilities to complete this assignment.	15
3. Approach to providing services, proposed methodology and timelines. Project Management Services. Commitment to meeting project agendas, time frames and budgets.	25
4. Personnel or subconsultants' background, qualifications, and certifications demonstrated creativity and experience in planning and design of municipal facilities.	25
5. Experience and demonstrated expertise in developing a similar plan for similarly sized communities. Municipal references and samples provided for work of similar scope. Knowledge and demonstrated success in integrating the concerns of residents, the business community, quality of life issues, state transportation issues, target industries and other such issues.	25
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TOTAL	100
Optional: Interview/Presentation by short-listed consultants.	25

2) EVALUATION COMMITTEE & RANKING:

A committee comprised of City staff will review and rank all responses according to qualifications, and consultants may be selected for interviews or oral presentations as deemed necessary by the committee. The committee shall make a recommendation to the City Council for final selection. The City makes no commitment to any respondent to this RFQ beyond consideration of its written response.

3) INTERVIEWS AND PRESENTATIONS:

- a) Phase 1: If deemed in the best interest of the City, interviews may be conducted with one or more of the top qualified consultants which submitted timely and properly a response. The City reserves the right to select a consultant without interviews based solely on the information contained in the response.
- b) Phase 2: The top two (2) or three (3) qualified consultants from Phase 1 of this RFQ, at the City's sole discretion, may be requested to complete Phase 2 of this RFQ, which will generally include providing 20% design documents aimed at laying out the major design elements or concepts of the project and establishing preliminary costs. The purpose of Phase II is to enhance the information obtained in Phase 1 and verify that the top-qualified consultants can provide a quality product reflecting the city's desires and with the best value to the City. Recognizing that Phase 2 of this RFQ is above and beyond the standard response to an RFQ, the City will compensate each of the consultants \$ 20,000 that are selected for Phase 2 of this RFQ to help cover the effort and expenses.

4) CONTRACT:

The selection of the consultants and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which response is in the City's best interest and to award the contract on that basis, to reject all responses or portions thereof, waive any irregularities of any response, negotiate with any potential proponent (after responses are opened) if such is deemed in the best interest of the City.

AWARD OF CONTRACT

1) NEGOTIATIONS:

After selection of a Consultant, the City will then enter negotiations as to the terms of the contract, all aspects of services, and the compensation to be paid to the proponent. It is anticipated that the firm selected to provide professional services may be awarded a multi-year contract subject to approval by the Tyler City Council. The first phase of the project will be the Space Needs Assessment and Facilities Master Plan. If the City accepts and adopts the

Master Plan, the City may, at its discretion, choose to hire the Consultant for the design and construction administrative tasks for the recommendations provided in the Master Plan. The tasks to be undertaken by the Consultant shall be on a task order basis with the fee for each project or task to be determined by a Work Order identifying specific scope of work and fee at the time of the request by the City of Tyler.

2) INABILITY TO REACH AGREEMENT:

In the event the negotiations between the most qualified Consultant and the City cannot be completed as a result of an inability to reach agreement on the fee for services, the scope of work to be performed and/or schedule, then at the option of the City, negotiations will be terminated and the City may choose to enter into negotiations with the next highest qualified Consultant.. Negotiations will continue in this sequence until a contract is finalized, or all responses are rejected.

3) CITY COUNCIL APPROVAL:

The final contract will be submitted to the City Council for approval.

4) FINAL CONTRACT:

The selected consultant will be required to assume responsibility for all services offered in its response, whether such services are provided internally or with subconsultants. The successful consultant will be considered the sole point of contact with regard to contractual matters, including payment of all invoices resulting from the contract.

The successful consultant will be required to enter into the Standard Contract/Professional Services Agreement with the City, attached herein for reference.

This RFQ and the successful consultant's response, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the successful consultant. Any desired revisions to the Standard Contract/Professional Services Agreement should be listed and submitted as part of the response.

5) SUBMISSION OF RESPONSE & DEADLINE

Submit ten (10) copies and a thumb drive as a .PDF file of the response to the Engineering Department NO LATER THAN: 2:00 pm Tuesday, April 23, 2024.

Responses must be received in the City of Tyler Engineering Department office before the deadline, submitted in a sealed envelope or container stating on the outside: DO NOT OPEN – Facilities Master Plan. Response Submitted by the Respondent's name, address, title, and due date.

STREET ADDRESS:
City of Tyler Engineering
Department
511 W Locust St
Tyler, TX 75702

MAILING ADDRESS:
City of Tyler
Engineering
Department
P.O. Box 2039
Tyler, TX 75710

Each response shall be sealed and manually signed by a person having the authority to bind the firm in a contract. All responses shall be signed and dated. Responses that are not signed and dated will be rejected. Email transmittals shall not be accepted. Submittals received after the deadline will be rejected.

For questions regarding RFQ requirements and the deadline for inquiries, please refer to the *Addenda & Questions* paragraph under the *Instructions, Terms and Conditions* section contained herein **Schedule of Important Dates**

The tentative schedule for this Request for Qualifications is as follows:

Release RFQ to Consultants: March 6, 2024.

Advertisement Dates: March 6, 2024, and March 13, 2024.

Pre-Proposal Meeting: March 28, 2024, at 10:00 a.m. in the Tyler Development Center Conference Room. Address: 423 W. Ferguson, Tyler, Texas 75702.
Teams Meeting Invitation: Contact Justina LeJeune at jlejeune@tylertexas.com

Tour and Staff Interviews: March 28, 2024, at 1:30 p.m. – 4:30 p.m.
Beginning in the Tyler Development Center Conference Room. Address: 423 W. Ferguson, Tyler, Texas 75702.

Deadline for Submission of Questions: **April 12, 2024, at 2:00 p.m.**

City Response to Questions: **April 16, 2024, at 2:00 p.m.**

Response Submission Deadline: April 23, 2024, in the City Engineering Department, 511 West Locust, Tyler, Texas 75702 no later than 2:00 p.m.

INSTRUCTIONS, TERMS AND CONDITIONS

GENERAL INSTRUCTIONS: Consultants submitting responses should carefully examine all terms, conditions, specifications and related documents. Should discrepancies or omissions from the specifications or related documents be discovered, or should there be doubt as to their meaning, the CITY should be notified immediately for clarification prior to submitting the responses. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the CITY's interpretation shall govern. The City is not responsible for any and all costs associated with the preparation, printing and delivery of the response and interviews (if conducted).

ADDENDA & QUESTIONS: All questions regarding this response and any regarding the meaning or intent of the RFQ are to be directed in writing by email to the following contact(s). Interpretations or clarification considered necessary by the CITY in response to such questions will be issued by Addenda and posted either online or otherwise delivered to all parties recorded by the CITY as having received the RFQ. Questions received after the 2:00 p.m. on April 12, 2024 will not be answered. Only questions answered by a formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding.

City of Tyler
Contact: Davis Dickson
511 W Locust
Tyler, TX 75702
Office: 903-531-1126
ddickson@tylertexas.com

ALTERING RESPONSES: Responses cannot be altered or amended after the submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the response, guaranteeing authenticity.

CERTIFICATION: Responses must be completed and submitted as required in this document. A Certification form, attached herein, must be fully completed. Submittals that do not include a signed Certification form will be considered non-responsive and will not be evaluated.

COMMUNICATION: The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only timely and properly submitted written responses will be considered.

CONFLICT OF INTEREST: No local public official shall have interest in a contract resulting from this RFQ except in accordance with Texas Local Government Code Title 5, Subtitle C, Chapter 171.

CONTRACT AWARD: If a contract is awarded, the Consultant will be selected on a rational basis using the response evaluation factors, interviews (if conducted) and results of subsequent

negotiations. The City has the right to award a contract upon the conditions, terms, and specifications contained in a response submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the response submission deadline.

DELIVERY: The City is not responsible for any and all costs associated with the delivery of the response.

DESCRIPTIONS: The City intendsto be DESCRIPTIVE - NOT RESTRICTIVE and to establish a desired quality level of product or to meet a pre-established standard of quality. Consultants may offer items of equal quality and the burden of proof of such quality rests with them. The City shall act as sole judge in determining quality and acceptability of products offered.

DISCLOSURE: There will be no disclosure of contents to competing firms and all responses will be kept confidential during the selection process to the degree permitted by law. The CITY is subject to the Texas Public Information Act, Texas Government Code, Chapter 552. Government Code Section 552.110 excepts from required public disclosure a trade secret or commercial or financial information that may be privileged or confidential by statute or judicial decision. However, the CITY considers all information, documentation, and other materials requested to be submitted in response to this RFQ to be non-confidential and/or nonproprietary and therefore subject to public disclosure after the contract is executed.

DOCUMENTATION: The Consultant shall provide with its response all documentation required by this RFQ. Failure to provide this information may result in rejection of the response. Consultant is encouraged to submit concise and clear responses to the RFQ. Responses of excessive length or complexity are discouraged. The City reserves the right to include the selected response or any part or parts of the selected response in the final contract.

ETHICS: While personal visits are typically welcomed, the City Staff will appreciate that meetings related to this process outside of the schedule included in this RFQ be avoided during the advertising period. The Consultant shall not offer gifts or anything of value or enter any business arrangement with any employee, official or agent of the City or City of Tyler. More than one response on any one contract from a firm or individual under different names shall be grounds for rejection of all responses in which the firm or individual has an interest. One or all responses will be rejected if there is any reason to believe that collusion exists between respondents.

Consultants must comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with City, including affiliations and business and financial relationships such persons may have with City officers.

By doing business or seeking to do business with the City, including submitting a response to this RFQ, the Consultant acknowledges that he/she has been notified of the requirements of Chapter 176 of the Texas Local Government Code and is representing that said Consultant follows those requirements.

The Conflict of Interest Questionnaire found on the website of the Texas Ethics Commission at www.ethics.state.tx.us and contained herein as Attachment B must be filled out and turned in with each response.

INDEMNIFICATION: The successful Consultant shall indemnify, defend, and hold the City, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of contractor, its officers, employees, agents, or subcontractors, in performing its obligations under this contract.

INSURANCE: The successful Consultant shall provide and maintain the minimum insurance coverage set forth in the Standard Contract/ Professional Services Agreement attached herein.

INVOICES submitted for payment shall be addressed to City. Periodic payments will be made within thirty (30) days of invoice date provided that all other requirements detailed in the contract have been fulfilled.

LATE RESPONSES: Responses received at the City office after submission deadline will be considered void and unacceptable. City is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the CITY office shall be the official time of receipt.

LOBBYING PROHIBITED: Consultants are prohibited from directly or indirectly communicating with City staff members or elected officials regarding the Consultant's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFQ. Consultants are prohibited from contacting City and City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member. Any violation will result in immediate disqualification of the Consultant from the selection process.

MANAGEMENT: Should there be a change in ownership or management of the successful respondent, all contracts that result from this RFQ shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions, requirements, terms, conditions, schedule, and fees. This contract is nontransferable by either party.

PRICING: Prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive. Additional charges not shown in the response will not be honored.

RESPONSES MUST COMPLY with all federal, state, county and local laws concerning this type of goods or service.

REIMBURSEMENT: There is no express or implied obligation for the City to reimburse responding Consultants for any expenses incurred in preparing responses in response to this RFQ and CITY will not reimburse responding firms for these expenses, nor will the City pay

any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

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

RESPONSIBLE FIRMS: The City shall only consider responsible consultants who have the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City will consider references and other information available, whether specifically provided by the respondent or otherwise. Consultants with an owner or principal convicted within the past 10 years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

SALES TAX: The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in the response.

SITE VISITS: If a site visit is necessary, it will be coordinated by the City. No individual appointments will be accepted for site visits.

STANDARD CONTRACT(S): This RFQ includes the City's Standard Contract/ Professional Services Agreement; a statement of willingness to utilize such agreement must be provided. The Consultant should review the attached Standard Contract/ Professional Services Agreement carefully, and by submitting a response, the Consultant is agreeing to sign the City's Standard Contract/ Professional Services Agreement without modification.

WITHDRAWAL OF RESPONSES: Any response may be withdrawn prior to the scheduling time for opening. Notice to withdraw the response must be in writing and submitted to the City prior to the scheduled time for opening responses. Any response withdrawal notice, which is received after the deadline for receiving responses, shall not be considered.

EXHIBIT A: CITY FACILITIES MAP

City-Owned Facility	Address	Primary Use	Year Built	Sq Feet	# of Employees
City Hall	212 N. Border Ave.	Houses the office or department of the City Manager, City Secretary, City Clerk, Legal Services, Risk Management, Organizational Development, Information Technology, Municipal Court, and Communications. City Hall is the main building encompassing Council Chambers for all Council and Commission/Board meetings and special meetings that reserve Council Chambers.	1939	18,227	42
Tyler Police	711 W. Ferguson Street	Provide professional police service through community partnerships such as Neighborhood Crime watches, Citizen Police Academies, Cultural Awareness Training, District Community Meetings, school programs, & Explorer Program.	1976	40,400	237
Tyler Development Center	423 W. Ferguson St.	Provide the community's developers, builders, homeowners, and business owners with informative development assistance including code interpretation, plan reviews, water & sewer taps, and floodplain management.	1955	17,696	39
Tyler Public Library	201 S. College Ave.	Provides a wide variety of materials to the public. Offers research assistance, instruction in use of the library's collections, story times, informative and entertaining programming, tours of the library for groups, and meeting space for each city needs and for public groups.	1980	52,000	37
City University	212 N. Border Ave.	Employee training and development. Tuition reimbursements. Leadership Academy. Blueprint Toasters Toastmasters Club.	1980	4,141	2
Tyler Code Enforcement	411 W. Martin Luther King, Jr. Blvd.	Ensures the ordinances of the City of Tyler are complied with by all citizens. Works more than 40 different types of cases ranging from junked vehicles, high weeds and grass, illegal dumpsites, trash and junk to zoning violations such as prohibited signs, home occupations and outdoor storage. DOES NOT HANDLE STRUCTURE REMOVAL, NEW CONSTRUCTION, DOWNED LIMBS ON STREET (Streets), OR DRAINAGE.	1970	1,886	13

Tyler Water Utilities	511 W. Locust Ave.	Provide executive oversight and administrative support to departments within TWU, personnel administration, records management and project planning, funding and management for TWU capital projects.	1948	10,300	32
Tyler Finance Department	304 N. Border Ave.	Responsible for developing/implementing/maintaining financial and accounting systems; processing and disbursing funds for payments; conducting internal financial audits; managing investments of cash balances; publishing appropriate financial statements and reports; managing bonded indebtedness	1994	6,150	10
Tyler Solid Waste & Recycling Centers	414 N. Bois D'Arc Ave.	Provide residential and commercial garbage and recycling services. Assist customers with any questions pertaining to their Solid Waste services. Provide containers for City wide events.	1930	2,632	48
Fire Station	1520 W. Front St.	The City of Tyler is strategically covered by ten fire stations, divided into two main districts each under the Command of a District Chief. District One is composed of Stations 1, 3, 4, 5, and 6. District Two consists of Stations 2, 7, 8, 9, and 10.	2003	2,000	0
Tyler Transit	210 E. Oakwood St.	Responsible for Fixed Route and Para Transit Bus Services Monday - Saturday. Maintains bus cleanliness, proper driver behaviors, Bus Stop cleanliness, proper markings and signage.	1905	4,169	30
Goodman Museum	624 N. Broadway Ave.	A delight for antique lovers and historians, this Tyler landmark brings the past to life with original furnishings, photographs and memorabilia dating from the mid-1800's.	1859	9 acres	N/A
Tyler Municipal Court	813 N. Broadway Ave.	Handles all class C misdemeanor citations for juveniles and adults issued within the City of Tyler.	1975	25,619	17

ATTACHMENT A: CERTIFICATION

The undersigned affirms that they are duly authorized and qualified to submit this response.
The undersigned affirms that the firm is willing to sign the enclosed Standard Contract.

Respondent must initial next to each addendum received in order to verify receipt:

Addendum #1

Addendum #2

Addendum #3

Respondent Must Fill in and Sign:

NAME OF CONSULTANT/FIRM:

AGENTS NAME:

AGENTS TITLE:

MAILING ADDRESS:

CITY, STATE, ZIP:

PHONE & FAX NUMBERS:

E-MAIL ADDRESS:

AUTHORIZED SIGNATURE:

DATE:

ATTACHMENT B: CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
- (2) the date that the vendor:
 - (A) begins discussions or negotiations to enter a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
 - (3) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or(C) of a family relationship with a local government officer.

ATTACHMENT C: STANDARD CONTRACT/PROFESSIONAL SERVICES
AGREEMENT

PROFESSIONAL SERVICES CONTRACT

This Professional Services Contract (the "Contract") is made and entered into this _____ day of _____, 20__ (the "Effective Date") by and between the City of Tyler, Texas, a Texas home rule municipal corporation (the "City") and _____, a _____ (the "Consultant"). The City and the Consultant are sometimes referred to herein as the "Parties."

RECITALS:

WHEREAS the City desires to retain a professional consultant for services associated with preparing a Space Needs Assessment and Facilities Master Plan for the City; and

WHEREAS the Consultant responded to a Request for Qualifications for a Space Needs Assessment and Facilities Master Plan services for the City ("RFQ");

WHEREAS a copy of the RFQ is attached hereto;

WHEREAS the Consultant responded to the RFQ seeking to provide planning services for the City;

WHEREAS Consultant is in the business of planning of the type proposed by the City;

WHEREAS Consultant has by providing a response to the RFQ indicated a willingness to undertake the planning services for the benefit of the City; and

WHEREAS the City wishes to authorize Consultant to undertake planning services under the terms set forth herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing Recitals and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Consultant hereby agree as follows:

A. Scope of Services

The general Scope of Work ("SOW") for this Contract is a Spaces Needs Assessment and Facilities Master Plan that encompasses the present conditions of the City as well as projects that it will include in the coming years ("Project"). The specific SOW shall

consist of the following documents, attached hereto and incorporated herein by this reference:

- Request for Qualifications ("RFQ") issued by the City on _____, 20____;
- Any Addenda to the RFQ issued by the City, bearing the date(s) of _____, 20____;
- The Consultant's Response to RFQ, dated _____, 20____; and
- Additional services requested by the City, listed in Exhibit ____.

The SOW shall be governed by the above-identified documents, except as may be amended by the issuance of change orders pursuant to this Contract.

B. Payment

Consultant agrees to accept the fee sum of \$ _____ based on the rates provided in Exhibit ____, as full payment for the performance of the SOW services contemplated under this Contract, which sum shall be increased or decreased only by the amount representing the associated cost of all change orders approved as provided in this Contract. The City shall render payment based on key benchmarks as approved in Exhibit ____. Invoices shall be submitted to the City once a month. Payment shall be made by the City within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this section shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

C. Change Orders

The City may from time-to-time request changes in the scope and focus of the activities, investigations, and studies conducted or to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant or the City Manager varies significantly from the SOW set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City Manager.

1. Any material changes to the SOW contemplated under this Contract shall be accomplished only as provided in this section.
2. When the original contract amount plus all change orders is equal to or less than \$_____, the City Manager or his designee may approve the written change order provided the change order does not exceed \$_____ and provided the sum of all change orders does not exceed 25% of the original contract amount. When

a change order exceeds \$ _____ or when the sum of all change orders exceeds 25% of the original contract amount, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such City Council approval, must be approved by City Council.

3. Should either party determine that a material change to the SOW is necessary or advisable, the change shall be set forth in a writing entitled "Change Order, [date]," and shall bear the signatures of an authorized representative of each party. Upon execution by both Parties of any such change order, the SOW shall be deemed modified and incorporated by this reference into this Contract as if set forth fully herein. The City will retain all original change orders approved pursuant to this section and Consultant shall be provided a copy for its files.
4. Any request by the Consultant for an increase in the SOW and an increase in the amount listed in Section B. Payment of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City with respect to any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the SOW included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

D. Time of Performance

1. Consultant's SOW services shall be completed as presented in Exhibit ____ on or before _____, 20____. Consultant will undertake the SOW services in a thorough and workmanlike manner in every respect and in compliance with the applicable standard of care for such professionals.
2. The SOW services will be considered complete when all services described in the SOW have been finished, and the final work product materials have been accepted by the City.

E. Independent Contractor

1. In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant, as an independent contractor, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the work on the project. The Consultant shall have ultimate control over the execution of the work under this Contract. The Consultant shall have the sole obligation to employ,

direct, control, supervise, manage, discharge, and compensate all its employees and sub-contractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's sub-contractors except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the SOW contained herein and approved by the City.

2. The City's Project Manager for all purposes under this Contract is the City Manager, or his designee, and all communications from Consultant to City arising out of this Contract shall be directed to the City Manager's attention, or his designee.

F. Authorization

1. The City shall direct Consultant to commence work on the Project by sending Consultant a "letter of authorization" to begin work on the Project.
2. Upon receipt of the letter of authorization to begin work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions and methodologies; devising the format for any interim reports and the final report to the City.
3. Consultant shall consult with the City and may in some limited circumstances, act as the City's representative, but it is understood and agreed by the Parties that for all purposes related to this Contract, Consultant shall be always an independent contractor and is not to be considered either an agent or an employee of the City.

G. Representations and Warranty

1. The Consultant has familiarized itself with the nature and the extent of this Contract, the SOW, the locality, all characteristics of the City considering the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the SOW services, or apply in any manner whatsoever to the work.
2. As an experienced and qualified professional, Consultant warrants that the information provided by Consultant reflects high professional and industry standards, procedures, and performances and has the personnel and resources to complete the Project within the time frame set forth herein. Approval or acceptance by the City of any of Consultant's work product under this Contract

shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the work products prepared by Consultant, its employees, associates, agents, or sub-contractors.

3. Consultant shall keep the City informed of the progress of the work and shall guard against any defects or deficiencies in its work.
4. Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable work product. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no later than fifteen (15) calendar days after receiving notice of said errors, deficiencies, or unacceptable work product.
5. All of Consultant's work product ("Work Product") hereunder is considered work(s) made by Consultant for the City and shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. If by operation of law, any of the Work Product, including all related documents, is not owned in its entirety by the City automatically upon creation thereof, then Consultant agrees to assign, and hereby assigns, to the City and its designees the ownership of such Work Product, including all related property rights. "Work Product" shall mean any writings (including excel, power point, emails, etc.), programming, documentation, data compilations, reports, and any other media, materials, or other objects produced as a result of Consultant's work hereunder or delivered by Consultant while performing that work.
6. Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

7. Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this section of the Contract.

H. Indemnification and Release

1. Indemnity
 - a. To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or breach of contract including failure to pay a sub-contractor, or supplier occurring in the course of performance of professional services pursuant to this Contract by Consultant, its employees, sub-contractors, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. **IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.**
 - b. To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed above occur outside the course of performance of professional services (i.e., nonprofessional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.
 - c. It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Contract.
 - d. It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under this section, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the

requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

2. Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, 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 Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant 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 and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party.

I. Insurance

1. Consultant shall not commence work under this Contract until it has presented Certificates of insurance as required below, confirming it has obtained all insurance and bonds required by this section and with the minimum insurance coverage as follows:
 - a. Workers' Compensation: statutory limits.
 - b. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.
 - c. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in performance of the services.
 - d. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) per each occurrence.

2. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.
3. Certificates of Insurance shall be completed by the Consultant's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least thirty (30) days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
4. Failure on the part of the Consultant to procure or maintain policies as provided herein shall constitute a material breach of contract upon which the City may immediately terminate this Contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.

J. Termination

1. At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the services performed. If the City terminates this Contract for convenience, the City shall pay Consultant for the services properly performed and expenses incurred prior to the date of termination.
2. No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City or because of any breach of contract by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact number of damages due the City from the Consultant is determined and paid.

K. Form 1295

Texas law and the City requires that business entities, as defined in Texas Government

Code, Section 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for all contract amendments, extensions or renewals. Prior to any payment to Consultant hereunder, Consultant shall provide proof of submission to the City Secretary that the appropriate Form 1295 documentation has been submitted.

L. Miscellaneous Provisions

1. This Contract is to be governed by and shall be construed in accordance with the laws of the State of Texas. Proper venue for any dispute or litigation shall be only in Travis County, Texas.
2. This Contract and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the City. However, Consultant shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Consultant's rights and duties hereunder.
3. In the event of litigation enforcing or interpreting the terms of the within Contract, the City shall be entitled to an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses. Nothing in this section shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Texas law.
4. To the extent permitted by State law, no public official or employee shall be personally responsible for any liability arising under or growing out of this Agreement.
5. Notices shall be mailed to the addresses designated and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

City:

with a copy to:

Consultant:

with a copy to:

6. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
7. This Contract represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by authorized representatives of each party.
8. No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, 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 and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.
9. This Contract and the rights, obligations and liabilities created hereunder shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors, and assigns of each of the Parties hereto, but no rights, obligations, or liabilities hereunder shall be assignable or delegable by Consultant without the prior written consent of the City. City may assign or delegate the rights, obligations, or liabilities created hereunder to its successor in interest without the consent of Consultant.

10. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
11. All obligations by either party which expressly or by their nature survive the expiration or termination of this Contract shall continue in full force and effect after and notwithstanding its expiration or termination and until they are satisfied in full or by their nature or within one year of termination, provided however that any obligations regarding protecting confidential information shall continue in perpetuity.
12. The terms, provisions, representations, and warranties contained in this Contract that by their sense and context are intended to survive the performance thereof by either or both Parties hereunder shall so survive the completion of performances and termination of this Contract, including the making of all payments due hereunder.
13. This Contract has been jointly negotiated by the Parties and shall not be construed against a party because that party may have primarily assumed responsibility for the drafting of this Contract.
14. To the extent this Contract constitutes a contract for goods or services within the meaning of Section 2270.002 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2270 of the Texas Government Code, and subject to applicable Federal law, Consultant represents that neither Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant (i) boycotts Israel or (ii) will boycott Israel through the term of this Contract. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended.
15. To the extent this Contract constitute a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Consultant represents that Consultant nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Consultant is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
16. To the extent this Contract constitutes a governmental contract for critical infrastructure, and solely for purposes of compliance with Chapter 2274 of the

Texas Government code, and except to the extent otherwise required by applicable federal law, Consultant represents that Consultant is not owned or controlled by citizens or Governments of Prohibited Countries and is not headquartered in Prohibited Countries.

[Signature pages follow]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF TYLER, TEXAS
a Texas municipal corporation

By: _____
Don Warren, Mayor

By: _____
Cassandra Brager, City Clerk