



**REQUEST FOR QUALIFICATIONS
SOLICITATION NO. W2018-28-A
for**

**PROFESSIONAL SERVICES:
APPRAISALS and RIGHT OF WAY ACQUISITIONS**

DUE TO THE OFFICE OF THE PURCHASING AGENT PRIOR TO:

DECEMBER 20, 2017 prior to 3:00 PM CST

CITY OF WYLIE
GLENNA HAYES
PURCHASING AGENT
300 COUNTRY CLUB ROAD
WYLIE, TEXAS 75098

**SUBMIT ORIGINAL and THREE HARD COPIES, PLUS 1 DIGITAL COPY
FOR EACH CATEGORY**

LATE SUBMITTALS WILL NOT BE ACCEPTED

FOR ADDITIONAL INFORMATION CONCERNING THIS BID PLEASE CONTACT:

Glenna Hayes C.P.M, A.P.P.
Purchasing Agent
glenna.hayes@wylitetexas.gov
972 516 6140

Nancy Leyva
Buyer
nancy.leyva@wylitetexas.gov
972 516 6131

Time Critical Competitive Sealed Proposal Deliveries: The City of Wylie, Texas cannot guarantee, due to internal procedures that any documents sent Priority Mail will be picked up and delivered by the closing date and time. Bidders are encouraged to choose the best delivery method for their situation.

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CITY OF WYLIE
STANDARD TERMS & CONDITIONS

1. **SILENCE OF QUALIFICATIONS:** The apparent silence of these qualifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these qualifications shall be made on the basis of this statement.
2. **NO PROHIBITED INTEREST:** Respondent acknowledges awareness of the laws, City charter, and any other statutes regarding conflicts of interest. No officer, employee or agent of the City of Wylie shall participate in the negotiation, selection, discussion, award or administration of a contract or procurement supported by public funds if: 1) that individual has a substantial interest in a person or entity, as defined by Section 11.02 of the Wylie City Charter and/or Chapter 171 of the Texas Local Government Code, that is the subject of the contract or procurement; or 2) a conflict of interest, either real or apparent, would be involved, as defined herein.
3. **DELINQUENT TAXES:** Any person, Firm, or corporation that is in arrears to the City for delinquent taxes or otherwise, will not be recommended for award of any bid/proposal until the arrearage has been cleared in writing. If a contractor or vendor becomes delinquent while a contract is in force, payment for goods or services provided to the City under said contract or purchase order may be withheld until the arrearage has been cleared in writing.
4. **MINIMUM STANDARDS FOR RESPONSIBILITY:** A prospective respondent must affirmatively demonstrate responsibility. The City may request representation and other information sufficient to determine respondent's ability to meet the minimum standards including but not limited to:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Ability to comply with the required or proposed delivery schedule;
 - C. Have satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics;
 - E. Be otherwise qualified and eligible to receive an award.
5. **AWARD OF CONTRACT:** The City reserves the right to award single or multiple contracts for the goods or services as stated herein. Furthermore, the City reserves the right to take administration costs into consideration when awarding to multiple vendors.
6. **CONTRACT PERIOD:** Shall be stated within the RFQ documents.
7. **FUNDING:** The City is a home-rule municipal corporation operated and funded on a fiscal year basis from October 1 to September 30. Accordingly, the City reserves the right to terminate at any time, without liability to the City, any contract for which funding is not available.
8. **ASSIGNMENT:** The successful respondent shall not sell, assign, transfer or convey any contract, in whole or in part, without the prior written consent of the City obtained through the City's Purchasing Department.
9. **INVOICES:** Invoices shall be submitted to the attention of Accounts Payable Department, 300 Country Club Road, Wylie, TX 75098
10. **PAYMENT TERMS:** Payment terms are net 30 days, unless otherwise specified by the City in RFQ document.

11. **INDEMNITY**: The respondent shall defend, indemnify and hold the City, its officers, agents and employees harmless from any and all costs, expenses, suits, demands, claims, liabilities, liens, encumbrances or damages, including attorneys' fees and costs of suit, of any character, name and description, incurred or resulting from any injuries or damages received or sustained by any person, persons or property on account of any intentional wrongful conduct or negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from award and the respondent so agrees upon the submission of the RFQ. The respondent shall deliver, if so requested by the City, a written release of all liens or other proper evidence of same, to the satisfaction of the City prior to the issuance of final payment by the City.
12. **TERMINATION FOR DEFAULT**: The City reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of the contract. The City reserves the right to terminate the contract immediately in the event the contracted vendor fails to meet delivery schedules, or otherwise perform in accordance with the scope of work contained herein or in the contract documents. Breach of contract or default authorizes the City to award the contract to another vendor, or purchase from an alternate source, and charge the full increase in cost to the defaulting contracted vendor.
13. **REMEDIES**: The successful respondent and the City agree that each party may have rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.
14. **VENUE**: The validity of the contract and of any of its terms or provisions, as well as the rights and duties hereunder or the contract documents, shall be governed by and construed in accordance with the laws of the State of Texas. Exclusive venue for any legal action shall lie in Collin County, Texas.
15. **INDEPENDENT CONTRACTOR**: RESPONDENT's status shall be that of an Independent Contractor and not an agent, servant, employee or representative of the CITY in the performance of this Contract. No term or provision of or act of RESPONDENT or CITY under this Contract shall be construed as changing that status. RESPONDENT will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondent superior shall not apply as between CITY and RESPONDENT, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and RESPONDENT.

REQUEST FOR QUALIFICATIONS

I. INTRODUCTION

A. PURPOSE OF SOLICITATION

The City of Wylie (City) is accepting Requests for Qualifications (RFQ) from qualified Firms registered with the State of Texas, for Right of Way and Appraisal professional services. The intent of the City is to develop a list of qualified Firms and enter into Master Agreements with those Firms. As projects are defined, the City shall contact the most qualified Firm from the list, requesting a proposal and negotiate a specific professional services agreement.

Definition of Firm: The City recognizes that some Firms may be organized with subsidiaries. For the purposes of this RFQ, a “Firm” is defined as a separate legal entity with its own taxpayer identification number and its own management organization.

B. TIME LINE

1. Questions Deadline: **December 11, 2017 at 12:00 noon CST**

To ensure that all prospective respondents have accurately and completely understood the requirements, the City of Wylie – Purchasing Agent will accept written questions. Respondents and/or their agents should refrain from seeking additional information, clarification or other communications from any City employee other than the Purchasing Department; which may deem their submittal as non-responsive. Responses to all inquiries will be published in the form of an addendum.

Verbal and/or fax inquiries will not be accepted

All questions must be submitted in writing:

Glenna Hayes C.P.M., A.P.P.
Purchasing Agent, City of Wylie
glenna.hayes@wylietexas.gov

2. Hard Copy Submittals **December 20, 2017 prior to 3:00 pm CST**

Firms must submit a separate proposal for each category:

**1 Original + 3 Hard Copies + 1 digital copy
(See Section III. Submittal Instructions for details)**

Sealed responses must be received prior to the published deadline. Late responses will be returned and will not be considered. Responses must be sealed and may be mailed or delivered to:

**City of Wylie
Attn: Purchasing Division
RFQ No. W2018-28-A
300 Country Club Rd , 1st Floor
Wylie, TX 75098**

4. NOTICE OF PUBLIC DOCUMENTS:

Any and all materials initially or subsequently submitted as part of the bid process shall become the property of the City, and shall be treated as City documents subject to typical practice and applicable laws for public records.

5. RFQ and PROPOSAL RESPONSE EXPENSES:

All costs associated with the preparation of this RFQ shall be the sole responsibility of the respondent, including but not limited to document preparation, and any and all travel expenses.

Event	Date & Time
RFQ Solicitation Advertising	November 22 and 29, 2017
Questions Deadline	December 11 2017 prior to 12:00 pm CST
RFQ's are due	December 20, 2017 prior to 3:00 pm CST

C. EVALUATION CRITERIA

An evaluation committee will review the submissions received in accordance with the criteria defined herein. Failure of respondents to provide any information requested in this RFQ in their submission, may result in disqualification of the submission. The objective of the committee will be to identify the Firms that are the most highly qualified within each category to service the City's needs. The decisions made by the City of Wylie will be final.

The submissions will be evaluated based on the following criteria:

- **Firm Description and Services** **30%**
 - Firm History
 - Areas of expertise and/or specialization
 - Location of home and branch offices
 - Relevant honors or awards

- **Firm Experience** **40%**
 - Pertinent related professional experience of the Firm within the category
 - Experience with the full range of responsibilities contemplated for the category
 - Pertinent related experience of the key staff who would most likely be assigned to the work

- **References** **30%**
 - Firm's performance on prior project related to the category, performed in the past five (5) years.
 - Project Description, time line and construction cost (if applicable)
 - Name of client, contact person and phone number
 - Names of Firm's key personnel assigned to the project

- References from municipal clients
- Previous work history with the City of Wylie

Firms should not contact any City staff member before, during, or after the RFQ process with any inquiries about the progress of selection or status of any submittal. Firms should direct all questions to the City of Wylie Purchasing Department.

D. INTERVIEW AND PRESENTATIONS

In fairness to all Firms, requests for interviews or private meetings prior to the closing time and date will not be permitted. Interviews with selected Firms may or may not be requested by the City after the closing date. Selection may be made strictly from the information provided in the RFQ. However, the City of Wylie reserves the right to conduct interviews with and request presentations from any respondents.

E. SELECTION AND AWARD

1. Selection of Qualified Firms

The evaluation committee will review the submitted responses for each category based on the evaluation criteria and determine **a maximum of five (5) Firms as the most qualified respondents.**

2. Master Agreement for Professional and Engineering Services (MAPE); and Term

The City will enter into a **Master Agreement (Attachment 'B')** with Firms identified for each major category for a single term of **three (3) years** to perform professional and engineering services outlined herein. **Note: that executing a Master Agreement does not obligate the City, nor does it guarantee that a project exists for that service now or in the future.**

The City reserves the right to make a final determination that no qualified submittals have been received and/or reject all submittals for a specific category. The City also reserves the right to select a qualified Firm outside of this RFQ in accordance with applicable laws.

3. Project Assignments, Proposals and Negotiations -

As specific projects arise and funding is available, the City will select the Firm from the appropriate category that it determines to be the most qualified. The City will request a written proposal and enter into negotiations with that Firm for a specific scope of work and fee. In the event that the City cannot successfully complete the negotiations, that Firm will be formally set aside and negotiations will resume with another Firm in that category.

4. Professional Service Project Order and Term

Upon successful negotiations with the selected Firm, a Professional Services Project Order will be issued by the Purchasing Department. The **work order** will contain the scope of work, the Firms proposal, timeline and fees, as well as any other required documents. Contingent upon the appropriate approval by the City, the **project order** will be executed

by both parties. A sample **Professional Service Project Order** is attached (**Attachment ‘C’**).

5. Contract Documents:

For the purpose of familiarizing interested Firms with standard City of Wylie contract language, a sample **Master Agreement (MAPE, Attachment “B”)** and **Professional Services Project Order (Attachment “C”)** are attached. Please note that both contract templates have been prepared by the City Attorney and the terms and language expressed are not subject to change. The language in the sample agreements should be considered unalterable for the purpose of those evaluating interest in submitting an RFQ and working with the City of Wylie. The City of Wylie also requires that a certificate of insurance be provided at the time of entering into an agreement. Please refer to the insurance limits and other requirements contained in this document.

II. PROFESSIONAL SERVICES REQUESTED (‘CATEGORIES’)

The intent of the City is to obtain professional services for right of way acquisitions and appraisals. The descriptions provided below are based on previous and standard professional design services provided to the City. Actual scopes, duties, and responsibilities may vary by project. Selected Firms may employ the services of sub-consultants/contractors as it may deem appropriate for the performance of the project, provided that all sub-consultants/contractors are clearly identified and approved by the City.

A. Right-of-Way (ROW) Acquisition

The selected Firms will be required to review property information, negotiate with the property owners for the purchase of partial or full properties, right-of-way, easements, relocations and/or temporary construction easements; including offer letters, appraisal summary agreements for purchase, and other documents as needed in accordance with State of Texas statutes and other applicable requirements, and as approved by the City. The selected firms must be licensed and/or certified in accordance with all applicable federal, state and local requirements.

B. Real Estate Appraisals

The selected Firms will be required to provide property valuation or land valuation for the purposes of forming an opinion of the value for real property. Common duties may include appraising homes, commercial real estate or other properties, preparing appraisal reports, or additional related services as needed. The selected firms must be licensed and/or certified in accordance with all applicable federal, state and local requirements.

III. SUBMITTAL INSTRUCTIONS

A. Mandatory to submit a separate proposal for each category:

- **One (1) original and three (3) hard copies (semi-permanent binding method) ; plus one (1) digital copy.**

B. Format:

Each response shall be **limited to twelve (12) – 8-1/2 x 11 sheets of paper; minimum size 12 font** (excluding the cover, divider tabs, and Tab 4 - City Required Attachments). The information should be submitted in the following order and the sections should be clearly identifiable for ease of evaluation:

Cover:

- a. Outside cover should be titled "RFQ No. W2018-28-A Professional Services – Category (A or B)"
- b. List Firm's name
- c. Identify which copy is the "original"

Tab #1 Firm Description and Services

- a. Firm History
- b. Areas of expertise and/or specialization
- c. Names of principal officers
- d. Location of home and branch offices
- e. Relevant honors or awards

Tab #2 Firm Experience and Team Members:

- a. Pertinent related professional experience of the Firm with the full range of responsibilities contemplated for the category
- b. Include an organizational chart showing the structure of the Firm
- c. Identify the key professionals that will most likely be involved in the project team with short resumes including:
 - their name
 - professional qualifications and area of expertise
 - time with the Firm, and a list of relevant projects and their role in each
 - what role they will perform in the project team.

Tab #3 References

- a. Firm's performance on prior projects related to the category performed in the past five (5) years.
 - Project Description, time line and construction cost
 - Name of client, contact person and phone number
 - Names of Firm's key personnel assigned to the project
- b. References from municipal clients
- c. Previous work history with the City of Wylie

Tab #4 City Required Attachments

- a. Attachment A - Firm's certificate(s) of Insurance meeting the requirements
- b. Attachment D – Firm Supplemental Information
- c. Vendor Acknowledgement Form

References and Proprietary Information

Submission of a response presumably provides permission for the City to make inquiries concerning the respondent, its officers, and others employed by the prospective Firms. Any proprietary information that the Firm does not want disclosed to the public shall be so identified by the Firm on each page in which it is found.

END OF SECTION

ATTACHMENT A
INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES

Services performed by consultants or other professionals, including but not limited to: Accountants, Attorneys, Architects, Engineers, Surveyors, Veterinarians, Real Estate Appraisal, Optometry, Landscape Architects, Medical Doctors, and Materials Testing.

Service provider shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be borne by the service provider. A certificate of insurance meeting all requirements and provisions outlined herein shall be provided to the City prior to any services being performed or rendered. Renewal certificates shall also be supplied upon expiration.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. ISO Form Number GL 00 01 (or similar form) covering Commercial General Liability. "Occurrence" form only, "claims made" forms are unacceptable, except for professional liability.
2. Workers Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract.
4. Professional Liability, also known as Errors and Omissions coverage.

B. MINIMUM LIMITS OF INSURANCE

Service Provider shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$1,000,000 per occurrence /\$1,000,000 in the aggregate for third party bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises / Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
2. Workers Compensation and Employer's Liability: Workers Compensation limits as required by the Labor Code of the State of Texas and Statutory Employer's Liability minimum limits of \$100,000 each accident, \$300,000 Disease- Policy Limit, and \$100,000 Disease- Each Employee.
3. Professional Liability aka Errors and Omissions: \$1,000,000 per occurrence and \$2,000,000 in the aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions in excess of \$10,000 must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, boards and commissions and volunteers are to be added as “Additional Insured’s” relative to liability arising out of activities performed by or on behalf of the provider, products and completed operations of the provider, premises owned, occupied or used by the provider. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.
 - b. The provider’s insurance coverage shall be primary insurance in respects to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the provider’s insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, boards and commissions or volunteers.
 - d. The provider’s insurance shall apply separately to each insured against whom the claim is made or suit is brought, except to the insured’s limits of liability.
2. Workers Compensation and Employer’s Liability Coverage:

The insurer shall agree to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the provider for the City.
3. All Coverages:

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after 30 days written notice to the City for all occurrences, except 10 days written notice to the City for non-payment.
4. Professional Liability and / or Errors and Omissions:

“Claims made” policy is acceptable coverage which must be maintained during the course of the project, and up to two (2) years after completion and acceptance of the project by the City.

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best’s (or equivalent) rating of no less than “A”, or better.

F. VERIFICATION OF COVERAGE

Service Provider shall provide the City with certificates of insurance indicating the coverages required. The certificates are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of insurance similar to the ACORD Form are acceptable. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**ATTACHMENT B
CITY OF WYLIE**

**MASTER AGREEMENT for
PROFESSIONAL SERVICES**

All interested companies should consider the terms and language of the contract template as fixed (aside from conforming information needed to fill in the blanks). Contract language, insurance conditions and limits are not subject to change for the foreseeable future.

**MASTER AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF WYLIE, TEXAS AND FIRM NAME
W2018-28-A**

Made as of the _____ day of _____, 20____

Between the City: The City of Wylie, Texas
 300 Country Club
 Wylie, Texas 75098
 Telephone: (972) 516-6400
 Facsimile: _____

and the Firm: **FIRM NAME**
 ADDRESS
 CITY, STATE, ZIP
 Telephone: _____
 Facsimile: _____

for the following Project: Master Agreement for **PROJECT NAME/TYPE OF SERVICES**

THIS MASTER AGREEMENT FOR PROFESSIONAL SERVICES (“Agreement”) is made and entered into by and between the **City of Wylie, Texas**, a home-rule municipality (“City”), and **FIRM NAME**, a _____ (“Firm”), to be effective from and after the date as provided above. City and Firm are at times each referred to herein as a “party” or collectively as the “parties.”

WHEREAS, the City desires to engage the services of the Firm to provide professional [**type of services**] on an on-call basis (“Project”); and

WHEREAS, the Firm desires to render such professional services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**ARTICLE 1
FIRM’S SERVICES**

1.1 **Engagement of the Firm** – At City's request and in City's sole discretion, City is entitled to engage Firm from time to time to perform professional services in accordance with the terms and conditions of this Agreement (“Services”). Firm agrees to perform such Services in accordance with the terms and conditions of this Agreement and with any individual written Project Order issued pursuant to Article 1.2 hereof. City reserves the right, in its sole discretion, to hire other firms or consultants for any reason and for any purpose. If any employee of Firm, who is performing the day-to-day Services under this Agreement, is separated, for any reason, from employment with Firm, Firm shall provide City with

written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.

- 1.2 **Scope of Services** – The Services to be provided by Firm to City shall be as mutually agreed to in a separate written Project Order, in the format as stated in **Exhibit A**, executed by City and Firm ("**Scope of Services**"). Whenever used in this Agreement, the term Services shall mean those services specified in this Agreement and in a Project Order issued pursuant to this Agreement and all related work. Each Project Order shall include, directly or by reference, appropriate cost and pricing data and such other documentation as required by the City. Each Project Order shall be subject to and integrated into this Agreement, and the terms of this Agreement are incorporated into and made a part of each Project Order by reference to this Agreement. All Services within the Scope of Services shall be performed by the employees of Firm or Firm's officers, employees, agents, representatives, sub-contractors or sub-consultants unless otherwise provided in a Project Order. Firm shall be wholly and solely responsible for any Services or subcontracted Services provided by any officer, employee, agent, representative, sub-contractors or sub-consultants of Firm (collectively, "**Firm's Personnel**"). If at any time after entering into this Agreement, City has any objection to Firm's representative or to any of Firm's Personnel, or any objection to any personnel of sub-consultant retained by Firm and assigned to perform the Services, Firm shall promptly propose substitutes to whom City has no objection. The parties understand and agree that deviations or modifications to the Scope of Services, in the form of written change orders, may be authorized from time to time by City ("**Change Order(s)**").
- 1.2.1 **Requirement of Written Change Order** – "Extra" work, or "claims" invoiced as "extra" work, or "claims" that have not been issued as a duly executed, written Project Order or Change Order issued by the Wylie City Manager, will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed written Change Order shall be preceded by the Wylie City Council's authorization for the Wylie City Manager to execute said Change Order.
- 1.2.2 **FIRM SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED WRITTEN CHANGE ORDER ISSUED BY THE WYLIE CITY MANAGER.** Firm acknowledges that Project Managers, Superintendents, and/or Inspectors of the City are not authorized to issue verbal or written change orders.
- 1.3 **Schedule of Work** – Firm agrees to commence work immediately upon the execution of a Project Order, and to proceed diligently with said work to completion as described in such Project Order.
- 1.4 **Standard of Care** – Firm shall perform the Services required hereunder in accordance with the prevailing standard of care by exercising the skill and care ordinarily utilized by professionals performing the same or similar services under the same or similar circumstances in the State of Texas.
- 1.5 **Term** – The term of this Agreement shall begin on _____ and continue through _____, a period of _____ years. This Agreement shall continue for the duration of the term, unless sooner terminated as provided herein.

- 1.6 **Subcontracted Services** – When necessary, subcontracted services shall be procured by Firm in connection with the Services provided pursuant to this Agreement, subject to City's prior written consent. Firm shall issue subcontracts for such subcontracted services in Firm's own name. Firm shall be compensated for subcontracted services for the actual amount invoiced by the subcontractor. Except as set forth in this Agreement, neither Firm nor City may assign, sublet, transfer, or otherwise convey (together, an "Assignment"), and neither Firm nor City has the power to enter into an Assignment of any or all of the rights, duties and obligations or interest in this Agreement without the prior written consent of the other party. Unless specifically stated to the contrary in any written consent to an Assignment, no Assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

ARTICLE 2 THE CITY'S RESPONSIBILITIES

City shall use reasonable efforts to not delay the Services of Firm as follows:

- 2.1 **Project Data** – The City shall furnish information that is reasonably requested by Firm and that City has in its possession at the time of Firm's request as expeditiously as necessary for the orderly progress of the Services, and Firm shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – The City shall designate, when necessary, a representative authorized to act on City's behalf with respect to the Services ("Project Manager"). City, or the authorized Project Manager, shall on an as-needed basis, issue Project Orders to Firm in accordance with the Scope of Services, in the format as stated in Exhibit A. City, or the authorized Project Manager shall examine the documents submitted by Firm and shall render any required decisions pertaining thereto as soon as practicable to avoid unreasonable delay in the progress of Firm's Services. Firm understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 FIRM'S COMPENSATION

- 3.1 **Compensation for Firm's Services** – Compensation by the City to Firm for Services shall be on a fixed fee or a time and materials basis as specified in the applicable Project Order ("Firm's Fee"). All time shall be billed at Firm's labor billing rates agreed upon by City. Said rates shall only be adjusted in writing as may be agreed to between the Parties. The billing and labor rates in effect on the effective date of this Agreement are attached hereto as Exhibit B. City may also reimburse Firm for any Direct Expenses (as defined in Article 3.2) reasonably and necessarily incurred by Firm in performing Services under this Agreement. This Agreement contemplates that alternate compensation may be proposed by either party on a Project Order-specific basis, including fixed price or time and materials tasks, or negotiated rates which, if applicable, shall be specified in the Project Order.
- 3.1.1 **Completion of Record Documents** – City and Firm agree that the completion of any Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and

accepted by the City prior to payment of the final five percent (5%) of the Firm's Fee, unless expressly stated otherwise in the applicable Project Order. The electronic formatting shall be consistent with the standards established in **Exhibit D**, City of Wylie Guidelines for Computer Aided Design and Drafting ("CADD"). Completion of the Record Documents and/or "As-Built" documents shall be included in the Firm's Fee and considered to be within the Scope of Services defined under this Agreement.

- 3.1.2 **Disputes between City and Construction Contractor** – If the Scope of Services involves the Firm performing Construction Administration Services relating to an agreement between a Construction Contractor (the "Contractor") and the City, and upon receipt of a written request by City, Firm shall research previous and existing conditions of the Services, and make a determination whether or not to certify that sufficient cause exists for the City to declare the Contractor in default of the terms and conditions of the agreement. Firm shall submit his findings in writing to the City, or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from the City. City and Firm agree that if requested by the City, completion of this task shall be included in the Firm's Fee and considered to be within the Scope of Services as defined under this Agreement.
- 3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Firm shall be responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Scope of Services, and to participate in consultation with said agencies in order to obtain all necessary approvals and/or permissions. The Firm shall be responsible for preparation and timely submittal of documents required for review, approval, and/or recording by such agencies. The Firm shall be responsible for making such changes in the Construction Documents as may be required by existing written standards promulgated by such agencies at no additional charge to City.
- 3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Scope of Services fall within the regulatory requirements of the Texas Architectural Barriers Act (the "Barriers Act"), as solely determined by the City, Firm shall comply with the Barriers Act. As part of the Scope of Services, it is the sole responsibility of the Firm to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve Firm's design Services. Firm shall participate in consultations with said authorities in order to obtain approval for such design. As part of the Services, the Firm shall obtain the Notice of Substantial Compliance for the Services from the Texas Department of Licensing and Regulation (the "TDLR"). The Firm shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Services, either by review of the construction documents, or inspection of the design at the commencement of construction, during the construction of the work, or at the completion of construction.
- 3.1.4.1 **Submission of Construction Documents to TDLR** – The Firm shall mail, ship, or hand-deliver the construction documents to TDLR not

later than five (5) calendar days after the Firm issues the construction documents for the work.

- 3.1.4.2 **Completion of Registration Form to TDLR** – Firm shall complete an Elimination of Barriers Project Registration Form for each subject building or facility within the Scope of Services, and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after the Firm completes the submittal of the construction documents to TDLR.
- 3.1.4.3 **TDLR Approval of Construction Documents** – After review of the construction documents by TDLR, the Firm shall be notified in writing of the results; however, it is the Firm's responsibility to obtain TDLR's written comments. The Firm shall address all comments that prevent TDLR approval of the construction documents, including comments relating to Conditional Approval that must be addressed in the design and construction of the work. Firm shall resubmit construction documents to TDLR for prior review to the completion of construction of the work.
- 3.1.4.4 **TDLR Project Inspection** – Firm shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the work. The Firm shall advise the City in writing of the results of each inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the work.
- 3.1.4.5 **Corrective Modifications following TDLR Project Inspection** - When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide the Firm a list of deficiencies and a deadline for completing the modifications. Firm shall provide the City with this list within five (5) calendar days of receipt. It is the sole responsibility of the Firm to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Firm shall provide the TDLR (and/or the RAS who completed the inspection) and the City with written verification of the corrective measures completed.
- 3.1.4.6 **TDLR Notice of Substantial Compliance** – TDLR shall provide a Notice of Substantial Compliance to the City after the newly constructed work has had a satisfactory inspection, or Firm has submitted verification of corrective modifications. City and Firm agree that the final five percent (5%) of Firm's Fee, unless expressly stated otherwise in a Project Order, shall not be paid until the City is in receipt of the TDLR's Notice of Substantial Compliance for all components and/or phases of the work.

- 3.2 **Direct Expenses** – Direct Expenses are included in the Firm's Fee as described in Article 3.1 and include actual reasonable and necessary expenditures made by the Firm and the

Firm's Personnel in connection with the Services. All submitted Direct Expenses are to be within the amounts as set forth in the applicable Project Order, and consistent with **Exhibit E**, City of Wylie Guidelines for Direct Expenses, General and Administrative Markup, and Travel and Subsistence Expenses. The Firm shall be solely responsible for the auditing of all Direct Expenses prior to submitting to the City for reimbursement, and shall be responsible for the accuracy thereof. Any over-payment by the City for errors in submittals for reimbursement may be deducted from the Firm's subsequent payment for Services; provided, however this shall not be the City's sole and exclusive remedy for said overpayment.

- 3.3 **Invoices** – No payment to Firm shall be made until Firm tenders an invoice to the City. Invoices are to be mailed to City immediately upon completion work as set forth in the applicable Project Order. On all submitted invoices, Firm shall include appropriate background materials and sufficient detail for the City to verify the Services performed and Direct Expenses incurred in support of the submitted charges on said invoice. Such background material shall include employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. Each invoice shall constitute a representation of the Firm that the proportion of the Services has been fully performed in accordance with this Agreement, that the Direct Expenses have been actually incurred and that payment of the indicated amount has been earned by, and is properly due and payable to, the Firm in accordance with this Agreement. Notwithstanding the presentation of any invoice to the City, the amount reflected thereon shall be due and payable to the Firm only to the extent earned by the Firm in accordance with the terms of this Agreement. All invoices for payment shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.4 **Timing of Payment** – City shall make payment to Firm for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Firm is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.5 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Firm of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date the City receives the invoice. City shall provide Firm an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of the Firm, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of Article 3.4. If a dispute is resolved in favor of the City, Firm shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.6 **Failure to Pay** – Failure of the City to pay an invoice, for a reason other than upon written notification as stated in the provisions of Article 3.5 to the Firm within sixty (60) days from the date of the invoice shall grant the Firm the right, in addition to any and all other rights provided, to, upon written notice to the City, suspend performance under this Agreement,

and such act or acts shall not be deemed a breach of this Agreement. However, Firm shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter "D" of the Texas Government Code. The City shall not be required to pay any invoice submitted by the Firm if the Firm breached any provision(s) herein.

- 3.7 **Adjusted Compensation** – If the Scope of Services or if the Firm's Services are materially changed due to no error on behalf of Firm in the performance of Services under this Agreement, the amounts of the Firm's compensation shall be equitably adjusted as approved by City. Any additional amounts paid to the Firm as a result of any material change to the Scope of the Services shall be authorized by written change order duly executed by both parties before the services are performed.
- 3.8 **Project Order Suspension** – If the Firm's work is suspended or abandoned in whole or in part for more than three (3) months, Firm shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to suspension or abandonment. In the event of such suspension or abandonment, Firm shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any other items prepared by Firm in connection with this Agreement prior to Firm receiving final payment. If the work is resumed after being suspended for more than three (3) months, the Firm's compensation shall be equitably adjusted as approved by the City. Any additional amounts paid to the Firm after the work is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of the City** – The Firm's work in connection with the Services is the property of the City, and Firm may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any materials for any other purpose not relating to the Services without City's prior written consent. City shall be furnished with such reproductions of the plans, data, documents, maps, and any other information as defined in the applicable Project Order. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 7, Firm will revise plans, data, documents, maps, and any other information as defined in **the** applicable Project Order to reflect changes while performing the Services and promptly furnish the same to the City in an acceptable electronic format. All such reproductions shall be the property of the City who may use them without the Firm's permission for any purpose relating to the Services, including, but not limited to, completion of the Services, and/or additions, alterations, modifications, and/or revisions to the Services.
- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Firm acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs, and/or any items prepared or furnished by Firm (and Firm's Personnel) under this Agreement are instruments of service in respect of the Services and property of the City and upon completion of the Services shall thereafter be subject to the Texas Public Information Act (Texas Government Code,

Chapter 552) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 FIRM'S INSURANCE REQUIREMENTS

- 5.1 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit F**, City of Wylie Contractor Insurance Requirements, Firm shall maintain, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.
- 5.2 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit F**, City of Wylie Contractor Insurance Requirements, Firm shall maintain, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and authorized to transact business in the State of Texas. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.
- 5.3 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Scope of Services warrant, and if identified on the checklist located in **Exhibit F**, City of Wylie Contractor Insurance Requirements, Firm shall maintain, at no expense to the City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Consistent with the terms and provisions of **Exhibit F**, such policy shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage. Such policy shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent that the same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to the City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail. Firm shall furnish City with certificates evidencing such coverage prior to commencing work on the Services.

**ARTICLE 6
FIRM'S ACCOUNTING RECORDS**

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Services shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to the City as indicated in Article 3. Copies of employee time sheets, receipts for direct expense items and other records of expenses will be included in the monthly invoices.

**ARTICLE 7
AUDITS AND RECORDS /
COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS AND CITY CHARTER**

The Firm agrees that at any time during normal business hours and as often as the City may deem necessary, Firm shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, and for a period of four (4) years from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Firm agrees that it is aware of the Compliance with Federal, State, Local Laws and City Charter requirements as set forth in Exhibit G, and is in compliance therewith. Firm agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, Local Government Code, as amended, and will abide by the same. In this connection, a lawful representative of Firm shall execute the Conflict of Interest Questionnaire, Form CIQ, attached hereto as Exhibit H and incorporated herein for all purposes.

**ARTICLE 8
TERMINATION OF AGREEMENT / REMEDIES**

City may, upon thirty (30) days written notice to Firm, terminate this Agreement or any individual Project Order, for any reason or no reason at all, before the termination date hereof, and without prejudice to any other remedy it may have. If City terminates this Agreement or a Project Order due to a default of and/or breach by Firm and the expense of finishing the Services exceeds the Firm's Fee at the time of termination, Firm waives its right to any portion of Firm's Fee as set forth in Article 3 herein and agrees to pay any costs over and above the fee which the City is required to pay in order to finish the Services. On any default and/or breach by Firm, City may elect not to terminate the Agreement or a Project Order, and in such event it may make good the deficiency in which the default consists, and deduct the costs from the Firm's Fee due Firm as set forth in Article 3 herein. If City terminates this Agreement and Firm is not in default of the Agreement or a Project Order, Firm shall be entitled to compensation for any and all work completed to the satisfaction of the City in accordance with the provisions of this Agreement prior to termination.

In the event of any termination, Firm shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Firm in connection with this Agreement prior to Firm receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

ARTICLE 9 DISPUTE RESOLUTION / MEDIATION

In addition to all remedies at law, the parties may resolve/mediate any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator.

ARTICLE 10 INDEMNITY

FIRM SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF FIRM, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM FIRM IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY FIRM PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF THE CITY (COLLECTIVELY, "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN FIRM AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE FIRM, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS

COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. FIRM IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN FIRM IS NOT REQUIRED TO INDEMNIFY OR DEFEND THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE FIRM FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY FIRM THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN FIRM'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY FIRM IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF FIRM'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF FIRM'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. FIRM SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF FIRM FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND FIRM SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Firm agrees that all notices or communications to City permitted or required under this Agreement shall be delivered to City at the following addresses:

Mindy Manson
City Manager
City of Wylie
300 Country Club
Wylie, Texas 75098

Copy to:
Glenna Hayes
Purchasing Agent
City of Wylie
300 Country Club
Wylie, Texas 75098

City agrees that all notices or communication to Firm permitted or required under this Agreement shall be delivered to Firm at the following addresses:

**FIRM NAME
AND ADDRESS**

Any notice provided in writing under the terms of this Agreement by either party to the other shall be in writing and may be effected by registered or certified mail, return receipt requested.

All notices or communication required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is postmarked by the sending party. Each party may change the address to which notice may be sent to that party by giving notice of such change to the other party in accordance with the provisions of this Agreement.

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “H,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modifies except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

- 12.1.1 **Exhibit A**, Professional Services Project Order Form
- 12.1.2 **Exhibit B**, **City RFQ and Firm Response dated mm/dd/yyyy**
- 12.1.3 **Exhibit C**, City of Wylie Benchmarks (as amended) <http://www.wylietexas.gov/departments/planning/benchmarks.php> .

- 12.1.4 **Exhibit D**, City of Wylie Guidelines for Computer Aided Design and Drafting (CADD). Per industry standards.
- 12.1.5 **Exhibit E**, City of Wylie Guidelines for Direct Expenses; General and Administrative Markup; Travel and Subsistence Expenses.
- 12.1.6 **Exhibit F**, City of Wylie Contractor Insurance Requirements.
- 12.1.7 **Exhibit G**, City of Wylie Compliance with Federal, State, Local Laws and City Charter
- 12.1.8 **Exhibit H**, Conflict of Interest Questionnaire, Form CIQ.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit H** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit A**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G**, **Exhibit H** or **Exhibit B** shall prevail in that order.

- 12.4 **Severability** – In the event of a term, condition, or provision of this Agreement is determined to be invalid, illegal, void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained herein.
- 12.5 **Governing Law/Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.6 **Execution / Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- 12.7 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.8 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- 12.9 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.

- 12.10 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.11 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.12 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Firm, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses both at trial and on appeal, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.13 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.14 **Independent Contractor** – In performing this Agreement, Firm and Firm's Personnel shall act as an independent contractor with respect to City. In no event shall this Agreement be construed as establishing a partnership, joint venture or similar relationship between the parties and nothing herein shall authorize either party to act as agent for the other. Firm shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Firm's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third Party Beneficiaries** -- Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.

END OF SECTION

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the latest day as reflected by the signatures below.

Effective Date: _____

CITY:

City of Wylie, Texas

By: _____
Mindy Manson, City Manager

Date: _____

FIRM:
COMPANY NAME

By: _____
Name, Title

Date: _____

CITY OF WYLIE CONTRACT

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Mindy Manson**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2017.

Notary Public In and For the State of Texas
My commission expires: _____

STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purpose and consideration expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ____ day of _____, 2017.

Notary Public In and For the State of _____
My commission expires: _____

Exhibit A
Professional Services Project Order Form

Individual “Professional Services Project Orders” will be issued for each project.
Sample included.

CITY OF WYLLIE CONTRACT

EXHIBIT B
CITY RFQ
FIRM RESPONSE

Exhibit B-1

City RFQ

Exhibit B-2

Firm Response

CITY OF WYLIE CONTRACT

EXHIBIT C
CITY OF WYLIE GUIDELINES FOR SURVEYING AND BENCHMARKING

City of Wylie Benchmarks (as amended) <http://www.wylietexas.gov/departments/planning/benchmarks.php>

CITY OF WYLIE CONTRACT

EXHIBIT D
CITY OF WYLIE GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

Per industry standards

CITY OF WYLIE CONTRACT

EXHIBIT E
CITY OF WYLIE GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. **FIRM'S RESPONSIBILITY**. The Firm shall be solely responsible for the auditing of all direct expense, approved markup (general and/or administrative), and approved travel and/or subsistence charges, including those to be included under a sub-contract, prior to the City for reimbursement, and Firm shall be responsible for the accuracy thereof. Any overpayment by the City for errors in submittals for reimbursement may be deducted from the Firm's subsequent payment(s) for services; however, this shall not be the City's sole and exclusive remedy for said overpayment.

II. **GUIDELINES FOR DIRECT EXPENSES**.

A. **Local Transportation** – Transportation in connection with the Services, when such transportation is not a function of routine performance of the duties of the Firm in connection with the Services, and when such transportation exceeds beyond fifty (50) miles from the Services site, shall be reimbursed at a standard mileage rate consistent with that as issued, and periodically revised, by the United States Internal Revenue Service (IRS). Under no circumstances shall City reimburse Firm at a higher standard mileage rate or pay additional markup on charges for local transportation. Completion of City's Standard Mileage Log is required for submittal of these charges for reimbursement, including justification for each submitted expense.

Under no circumstances are charges associated with rental cars for local transportation eligible for reimbursement by City. Toll road subscriptions or toll plaza receipts are not reimbursable. Firm agrees to place these standards in all subcontracts for work on the Services.

B. **Supplies, Material, Equipment** – City shall reimburse the actual cost of other similar direct Services-related expenses, which are duly presented in advance and approved by City's Project Manager in writing.

C. **Commercial Reproduction** – City shall reimburse the actual cost of reproductions, specifically limited to progress prints prepared for presentation to City at each phase of progress, and final Construction Documents prepared for distribution at bidding phase, provided that the Firm has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Firm shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Firm agrees to place these standards in all subcontracts for work on the Services.

D. **In-House Reproduction** - Firm shall make arrangements with the City for prior approval of in-house reproduction rates prior to submitting these expenses for reimbursement. City shall provide Firm with a standard format for documenting these charges. Completion of the City's reproduction log is required as a prerequisite for payment, including the number or reproductions, the date, time, description, the approved standard rate, and a justification for each submitted expense for reimbursement. Firm agrees to place these standards in all subcontracts for work on the Services.

E. **Commercial Plotting** – City shall reimburse the actual cost of plots, specifically limited to final documents, provided the Firm has duly obtained at least three (3) quotations from commercial firms and has chosen the best value for the City. Firm shall provide such documentation to City for review prior to submitting these expenses for reimbursement. Firm agrees to place these standards in all subcontracts for work on the Services.

F. **In-House Plotting** – Firm shall make arrangements with City for prior written approval of in-house plotting rates prior to submitting these charges for reimbursement. City shall provide Firm with a standard format for documenting these charges. Completion of the City's reproduction log is

required as a prerequisite for payment, including the number of plots, the date, time, description, the approved standard rate, and a justification for each submitted charge for reimbursement.

- G. **Communications** – Reimbursement for expenses relating to electronic communications shall be limited to long-distance telephone or fax toll charges specifically required in the discharge of professional responsibilities related to the Services. Telephone service charges including office or cellular phones, WATTS, or Metro line services or similar charges are not reimbursable.
- H. **Postage, Mail, and Delivery Service** – City shall reimburse the actual cost of postage and delivery of Instruments of Service, provided the Firm duly considers all circumstances (including available time for assured delivery) of the required delivery and selects the best value for the City, which may require comparison of delivery costs offered by three (3) or more sources or methods of delivery, which at a minimum shall include U.S. Mail. Courier service is acceptable only in circumstances requiring deadline-sensitive deliveries and not for the convenience of the Firm and/or the Firm's employees. Firm agrees to place these standards in all subcontracts for work on the Services.
- I. **Meals and Other Related Charges** – Meals or any other related expenses are not reimbursable unless incurred outside a fifty (50) mile radius of the Service site, and then only reimbursable for the actual cost subject to compliance with the City's currently adopted policy. Non-allowable costs include, but are not limited to, charges for entertainment, alcoholic beverages, and gratuities.

III. GUIDELINES FOR GENERAL AND ADMINISTRATIVE MARKUP.

- 1. **Requirement of Prior Approval** – Firm may be allowed to charge a General and/or Administrative Markup on work completed if Firm can clearly define to City specifically what costs are included in the markup calculation. To apply General and/or Administrative Markup, Firm must also document to City what costs would be considered direct costs. City shall issue approval in writing to allow Firm to charge General and/or Administrative Markup. City reserves the right to reject any and all requests for General and/or Administrative Markup.

IV. GUIDELINES FOR TRAVEL AND SUBSISTENCE EXPENSES.

- 1. **Requirement of Prior Approval** – City shall reimburse the actual cost of travel and/or subsistence expenses upon prior written approval by the City's Project Manager.
- 2. **Adherence to Currently Adopted City Travel Policy** – Reimbursements shall be governed by the same travel policies provided for City employees according to current adopted policy. Prior to the event, Firm shall request, and the City's Project Manager shall provide the provisions and the restrictions that apply to out-of-town reimbursements.

END OF SECTION

EXHIBIT F
CITY OF WYLIE CONTRACTOR INSURANCE GUIDELINES

I. Requirement of Insurance –

- A. All requires insurance policies shall name the City, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance.
- A. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies, evidenced by return receipt or United States Certified Mail.
- B. Such policies shall provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of the insurance.

II. Insurance Company Qualification – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. Certificate of Insurance – A Certificate of Insurance evidencing the required insurance shall be submitted with the contractor’s bid or response to proposal. If the contract is renewed or extended by the City a Certificate of Insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Insurance Checklist – “X” means that the following coverage is required for this Agreement. Copies of all endorsements for each policy required.

	Coverage Required	Limits
<u> X </u>	1. Worker’s Compensation & Employer’s Liability	▪ Statutory Limits of the State of Texas
<u> X </u>	2. General Liability	▪ Minimum \$ 1,000,000.00 each occurrence;
<u> </u>	3. XCU Coverage	▪ Minimum \$ 1,000,000.00 per occurrence; ▪ Minimum \$ 2,000,000.00 aggregate.
<u> X </u>	4. Professional Liability	▪ Minimum \$ 1,000,000.00 each occurrence; ▪ Minimum \$ 2,000,000.00 in the aggregate.
<u> X </u>	Umbrella Coverage or Excess Liability Coverage	▪ An amount of \$ 2,000,000.00.
<u> X </u>	6. City and its officers, agents, representatives, and employees named as additional insured on General Liability Policy. This coverage is primary to all other coverage the City may possess.	
<u> X </u>	7. City provided with Waiver of Subrogation on Worker’s Compensation Insurance.	

- 8. Thirty (30) days notice of cancellation, non-renewal, or material change required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.
- 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- 10. Each Policy and Certificate of Insurance must state the project title and bid number.
- 11. Other Insurance Requirements (State Below):

END OF SECTION

CITY OF WYLLIE CONTRACT

EXHIBIT G
COMPLIANCE WITH FEDERAL, STATE, LOCAL LAWS and CITY CHARTER

By submitting a response to the solicitation and entering into a contract with the City, the Firm hereby verifies and certifies that he/she/it is in compliance with all applicable federal, state and local laws, and the City Charter. The Firm also certifies the following:

CERTIFICATION OF ELIGIBILITY

The bidder/proposer certifies that at the time of submission, he/she/it is not on the Federal Government's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the City of Wylie Purchasing Agent. Failure to do may result in terminating this contract for default.

DISCLOSURE OF INTERESTED PARTIES (Form 1295)

By submitting a bid or proposal in response to this solicitation, the bidder/proposer agrees to comply with Texas Government Code Section 2252.908. Bidder/proposer agrees to provide the City of Wylie Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," FORM 1295 as required, with in **ten (10)** business days from notification of award, renewal, amended or extended contract.

Visit https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information.

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

The bidder/proposer certifies that he/she/it is in compliance with all provisions of Immigration and Nationality Act ("INA") and Immigration Reform and Control Act of 1986 ("IRCA") in regards to his/her/its employees/laborers and that employment eligibility has been verified by the bidder/proposer for all persons who will provide services to City.

COMPLIANCE INDEMNIFICATION: IN CONSIDERATION FOR THE AGREEMENT BETWEEN CONTRACTOR AND THE CITY OF WYLIE, VENDER AGREES TO RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY OF WYLIE AND ITS OFFICERS, COUNCIL MEMBERS, REPRESENTATIVES, AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST THE CITY OF WYLIE BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON OR ENTITY PROVIDING SERVICES BY, THROUGH OR UNDER VENDOR'S AGREEMENT WITH THE CITY OF WYLIE THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW, INCLUDING BUT NOT LIMITED TO INA AND IRCA.

NO PROHIBITED INTEREST

I, the undersigned, declare and affirm that no person or officer of the submitting firm or its partners are either employed by the City of Wylie or is an elected official of the City of Wylie and who has a financial interest, direct or indirect, in any contract with the City of Wylie or has a financial interest, directly or indirectly, in the sale to the City of Wylie of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Wylie City Charter, interest represented by ownership of stock by a City of Wylie employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

DISCLOSURE OF CERTAIN RELATIONSHIPS

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of The City of Wylie no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Form is attached to the bid specifications.

DISCLOSURE OF COMMERCIAL OR SOCIAL RELATIONSHIP WITH ISRAEL

Texas H.B. 89 (effective 9/1/2017): the Firm entering into a contract with the City verifies that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract and any subsequent renewals.

DISCLOSURE OF BUSINESS RELATIONSHIPS WITH IRAN, SUDAN, OR A FOREIGN TERRORIST ORGANIZATION

Texas S.B. 252 (Effective 9/1/2017): provides that (1) the City may not enter into a governmental contract with a Firm that is identified on a list prepared and maintained by the comptroller and that does business with Iran, Sudan, or a foreign terrorist organization; and (2) a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, its federal sanctions regime relating to Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to contract prohibition under this subchapter.

Authorized Representative:

Company Name: _____

Date: _____

Printed Name: _____

Title: _____

Signature: _____

SWORN AND SUBSCRIBED to before me this ____ day of _____, 2017 to certify with witness my hand and official seal.

Notary Public in and for the State of _____

**EXHIBIT H
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

<p align="center">CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity</p>	FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>
<p>2 <input type="checkbox"/> 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.)</p>	
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p>	
<p>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.</p> <p align="center">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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p align="center">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?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p>	
<p>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.</p>	
<p>6 <input type="checkbox"/> 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).</p>	
<p>7</p> <p align="center">_____ Signature of vendor doing business with the governmental entity</p> <p align="right">_____ Date</p>	

ATTACHMENT 'C'

CITY OF WYLIE

PROFESSIONAL SERVICES PROJECT ORDER

(project specific)

All interested companies should consider the terms and language of the contract template as fixed (aside from conforming information needed to fill in the blanks). Contract language, insurance conditions and limits are not subject to change for the foreseeable future.



City of Wylie

Professional Service Project Order # _____

Pursuant to and subject to the referenced Master Agreement for Professional and Engineering Services (MAPES), between the City and Firm, City hereby requests that Firm perform, and Firm agrees to perform, the work described below upon the terms and conditions set forth in said MAPES, which are incorporated herein by reference for all purposes, and in this "Professional Service Project Order" (PSPO).

MAPES # W2018-28-A **MAPES DATE:** _____

FIRM NAME _____

Project Name: _____

Consultant Project #: _____

Of Consecutive Business Days to Complete Project: _____

Project Fee: \$ _____

Scope of Work: See attached proposal

OWNER OPTIONAL INFORMATION:

1. **Date and Time to Commence:** Upon Receipt of Purchase Order and Signed Professional Services Project Order.
2. **Other:**

INVOICE SUBMITTAL

Billing Period:	Monthly-Through the end of each month, billed by the 10th of the following month.
Invoice Mailing Instructions:	Mail to: City of Wylie Accounts Payable 300 Country Club Rd, Bldg. 100 Wylie, TX 75098 Include work order number, PO number, billing period, and project name.



ACCEPTANCE:

This PSPO is accepted on the terms set forth herein and in the MAPES #W2017-76-A referenced above, as indicated by the signatures below. The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for an on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.

CITY OF WYLIE, TEXAS

FIRM:

Signature

Signature

Printed Name & Title

Printed Name & Title

Date

Date

CITY OF WYLIE CONTRACT

ATTACHMENT 'D'

FIRM SUPPLEMENTAL INFORMATION

1. In what state was your business formed? _____

2. Complete the following:

Company Legal Name: _____

Business address: _____

City _____ State _____ Zip _____

Main Telephone : _____

3. Provide the following information for the person authorized to execute contracts on behalf of your organization:

Name _____ Title _____

Telephone : _____ email: _____

Mailing

Address _____ City _____ State _____ Zip _____

4. Provide the following information for the contact person authorized to implement this contract on behalf of your organization:

Name _____ Title _____

Telephone : _____ email: _____

Mailing

Address _____ City _____ State _____ Zip _____

5. Select one of the following:

- a. Sole Proprietorship
- b. General Partnership
- c. General Partnership
- d. General Partnership
- e. Limited Partnership
- f. Corporation
- g. Limited Liability Company
- h. Other Entity (not listed)



W2018-28-A

Vendor Acknowledgment Form

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the information contained in the submittal has been carefully reviewed and is submitted as correct and factual. Firm further certifies and agrees to furnish any or all services or products upon conditions contained in this specification.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone and Fax of Majority
Owner Principal Place of Business: _____

E-mail Address of Representative: _____

Authorized Representative:

Signature: _____

Title: _____

Date: _____

Printed Name: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____