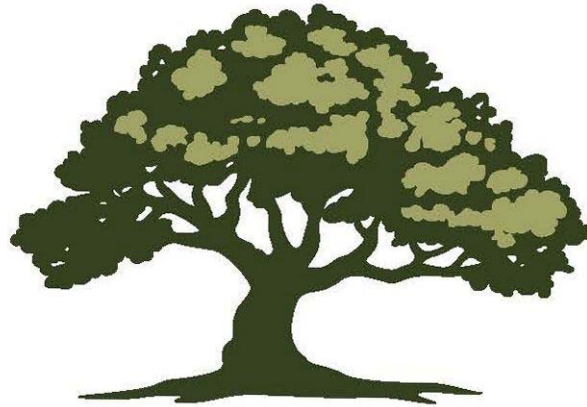


**REQUEST FOR PROPOSALS
CITY OF SPRING VALLEY VILLAGE, TEXAS**



EST. 1955

SPRING VALLEY
V I L L A G E

**CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
REQUEST FOR PROPOSALS #2020-10-501**

**PROPOSAL OPENING DATE:
OCTOBER 30, 2020**

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR

**CITY OF SPRING VALLEY VILLAGE
CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
REQUEST FOR PROPOSALS #2020-10-501**

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**PROPOSAL OPENING DATE:
OCTOBER 30, 2020**

**REQUEST FOR PROPOSALS #2020-10-501
SCHEDULE SUMMARY**

Wednesday	October 7, 2020 Memorial Examiner and www.CivCastUSA.com	RFP Documents Released and 1 st Legal Advertising for RFP
Wednesday	October 14, 2020 Memorial Examiner and www.CivCastUSA.com	2 nd Legal Advertising for RFP
Wednesday	October 21, 2020 Via Zoom Meeting	Non-Mandatory Pre-Submittal Conference
Friday	October 23, 2020	Last day for inquiries and clarifications <i>(Please submit all questions via www.CivCastUSA.com)</i>
Friday	October 30, 2020 10:00 am Spring Valley Village City Hall	Deadline for Submission of Proposals
	10:05 am Spring Valley Village City Hall Council Chambers and Via Zoom Meeting	Opening of Proposals
Tuesday	November 17, 2020	City Council Award of RFP and Consideration of Proposal

Note: This schedule is preliminary and may be modified at the discretion of the owner.

**REQUEST FOR PROPOSALS #2020-10-501
CITY OF SPRING VALLEY VILLAGE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
INVITATION TO SUBMIT PROPOSALS**

The City of Spring Valley Village invites the submission of proposals from experienced, construction inspection companies and/or individuals to provide construction management and inspection services for Street and Utility Rehabilitation projects and other projects as necessary. The City will select one respondent to provide these services for the City. The city is seeking an agreement for a two-year period with an option to renew for an additional two-year term.

Digital versions of the Request for Proposals Documents are available from the Purchasing Page of the City of Spring Valley Village's website at www.springvalleytx.com or at www.civcastusa.com at no charge. Interested parties must register for a free account in order to access them and be informed of any future bid phase documents. Minority and small business vendors or contractors are encouraged to submit bids or proposals on any and all City of Spring Valley Village projects.

All proposals submitted for City consideration must include two (2) originals in hard copy and one (1) electronic version, be clearly marked on the outside of the sealed envelope with the words "Request for Proposals #2020-10-501, City of Spring Valley Village Construction Management & Inspection Services, Attention: City Secretary", and must contain the name of the company submitting the Proposal.

PROPOSALS MUST BE RECEIVED BY THE CITY SECRETARY OF THE CITY OF SPRING VALLEY VILLAGE NO LATER THAN 10:00 AM ON FRIDAY, OCTOBER 30, 2020. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THAT DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE. IT IS THE SOLE RESPONSIBILITY OF THE PROPOSER TO INSURE THAT HIS/HER PROPOSAL IS ACTUALLY IN THE CITY SECRETARY'S OFFICE PRIOR TO THE PROPOSAL SUBMISSION DEADLINE.

A NON-MANDATORY PRE-SUBMITTAL MEETING WILL BE HELD VIA ZOOM ON WEDNESDAY, OCTOBER 21, 2020 AT 10:00 AM. A LINK TO THE ZOOM MEETING WILL BE PROVIDED THROUGH WWW.CIVCASTUSA.COM.

PROPOSALS WILL BE PUBLICLY OPENED AND THE NAME OF THE PROPOSER READ AT THE SPRING VALLEY VILLAGE CITY HALL LOCATED AT 1025 CAMPBELL ROAD, SPRING VALLEY VILLAGE, TEXAS 77539 ON FRIDAY, OCTOBER 30, 2020 AT 10:05 AM.

A performance bond will be required for all contracts over \$100,000.00 and a payment bond will be required for all contracts over \$25,000.00. A separate maintenance bond may be required for all contracts less than \$100,000.00. Otherwise, it is included with the performance bond. Payment bonds are to be for 100% of the contract price.

Upon consideration of the Proposals, the City Council plans to award a Contract; however, the City reserves the right to reject any or all proposals, to waive any or all irregularities, formalities or technicalities, and to accept any proposal that it deems advantageous to the City. Proposals shall be valid for a period of sixty (60) days from the date Proposals are opened. Each respondent agrees to waive any claim it has or may have against the City, and their respective employees, arising out of or in connection with the administration, evaluation or recommendation of any Proposal.

The City reserves the right to reject any or all proposals and waive any or all irregularities or to proceed otherwise when in the best interest of the City. Proposals shall be valid for a period of sixty (60) days from the date proposals are opened.

1st Advertisement: Memorial Examiner, October 7, 2020

2nd Advertisement: Memorial Examiner, October 14, 2020

REQUEST FOR PROPOSALS #2020-10-501
CITY OF SPRING VALLEY VILLAGE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
SCOPE OF SERVICES AND SPECIAL CONDITIONS

I. BACKGROUND

The City of Spring Valley Village, Texas (“City”) invites the submission of proposals from experienced and qualified Construction Management & Inspection service companies to provide construction oversight and inspection of its Street and Utility Rehabilitation projects and other projects as necessary. The City will select one respondent to provide construction management and inspections services for the City. Selected respondents primary objectives for submitting a proposal must be aligned with the City’s objectives which are:

- Facilitate construction and completion of street and utility rehabilitation projects; and
- Ensure quality assurance in compliance with construction standards.

2020-2021 Street and Utility Rehabilitation Projects including, but not limited to:

1. Removal and disposal of existing pavement and driveways and placement of new concrete paving, installation of water/wastewater/drainage facilities on Green Valley & Winningham (West of Voss).
2. Removal and disposal of existing pavement and driveways and placement of new concrete paving, and installation of water/wastewater/drainage facilities on Traweek, Loeser, Lone Star, West Tex, and Lariat.

2021-2022 Street and Utility Rehabilitation Projects including, but not limited to:

1. Removal and disposal of existing pavement and driveways and placement of new concrete paving, and installation of water/wastewater/drainage facilities on Winningham, Cedarspur and Burkhart (East of Voss).

In addition to the street rehabilitation projects, the contractor may be asked to provide inspections for other streets, utilities, and/or drainage projects. Average estimated number of hours per week is approximately 25 hours dependent on the construction schedule.

II. SCOPE OF WORK

The City is soliciting proposals for the provision of construction management and inspection services in accordance with the following specifications, requirements and conditions. The proposals shall include the provision of all labor, equipment and materials, and the ability to perform all necessary work. Services shall include the following:

A. Construction Management:

1. Develop a construction management plan for approval by City to include procedures for team communication, review, reporting, and approval.

B. Communications

1. Report in person and in writing, at regular intervals and at special need times, to the Public Works Director.

C. Construction Phase

1. Provide on-site construction management.
2. Maintain daily on-site project log and as-built schedule report. Prepare daily reports of observations and activities. Secure the general contractor's daily log reports.
3. Perform periodic digital video and still photography of the progress of the project. Said photography must show date of the events and conditions being recorded. All non-compliance issues as well as any other site condition requested by City staff shall be photographed.
4. Coordinate, review and approve the Contractor's proposed Critical Path Method (CPM) schedule for completion of the project.
5. Review contractor's schedule update submittals for conformance to master schedule and contract documents.
6. Conduct pre-construction inspection. Schedule and conduct bi-weekly construction and progress meetings to discuss such matters as procedures, progress, problems and scheduling. Prepare and promptly distribute minutes.
7. Establish and implement procedures for review and processing of all project documentation. Facilitate engineer review of contractor submitted questions or product information.
8. Oversee Quality Assurance of the construction activities to conform to plans and specifications. Monitor contractor work performance for deficiencies and recommend any special testing needed.
9. Perform all special inspections required for project.
10. Maintain all project documents, drawings, contract change orders, contractor submittals, shop drawing and correspondence in electronic form and hard copy.
11. Maintain at the project site in an "as current" basis, a record copy of all contracts, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction.
12. Maintain RFI, submittal and change order logs. Ensure consultants and engineers respond within contract time frames.
13. Maintain a daily log containing a record of weather, contractors, work on site, number of workers, work accomplished, problems encountered, solutions agreed upon, and other similar relevant data as the City may require.
14. Monitor and endeavor to ensure the establishment and implementation of appropriate safety programs by the Contractor.

D. Construction Completion and Closeout

1. Compile detailed "punch lists" with the Engineer.
2. Coordinate closeout procedures. Monitor the Contractor's, the subcontractors', and Engineer's progress to finalize all project records, complete and correct as-builts, and other documentations required by the Director of Public Works.
3. Oversee the complete performance of all punch list items and final clean-up before contractor moves off site.
4. Coordinate final testing, documentation and regulatory inspections.
5. Advise on substantial and final completion and any liquidated damages.
6. Advise on final payment.

7. Provide City with complete project documentation for permanent records/storage.
 8. Evaluate any contractor claim, negotiate and resolve claim issues. Recommend approval or denial by the City.
- E. The following conditions are also applicable duties and responsibilities of the Contractor:
- a. **Observe the Work.** The Contractor shall observe the work for conformance with the approved (stamped) design drawings and specifications. Architect/Engineer-reviewed shop drawings may be used only as an aid to inspection. Inspections are to be performed on a continuous basis, meaning that the Contractor is on site in the general area at all times observing the work requiring inspection.
 - b. **Report Nonconforming Items.** The Contractor shall bring nonconforming items to the immediate attention of the Construction Superintendent and note all such items in the daily report. If any item is not resolved in a timely manner or is about to be incorporated into the work, the Contractor shall immediately notify the Public Works Director by telephone or in person.
 - c. **Furnish Daily Reports.** Complete and sign both the inspection record and the daily report from for each day's inspections. These records shall remain at the jobsite with the Contractor for review by the Public Works Director.
 - d. **Furnish Weekly Reports.** The Contractor shall furnish weekly reports of tests and inspections directly to the Public Works Director and others as designated. These reports must include the following:
 - (1) Description of daily inspections and tests made with applicable locations;
 - (2) Listing of all nonconforming items;
 - (3) Report on how nonconforming items were resolved or unresolved as applicable; and,
 - (4) Itemized changes authorized by the engineer and Public Works Director if not included in nonconformance items.All Reports and information provided to or developed by the Contractor shall be considered to be the confidential property of the City, and Contractor shall distribute or disclose such reports and information only to those persons, organizations or agencies specifically designated in writing by the City or its authorized representative.
 - e. **Retain Records.** Contractor shall retain all pertinent records relating to the services performed for a period of six years following project completion during which period the records will be made available to the City at all reasonable times.

The selected respondent will be required, at a minimum, to comply with the terms and conditions set forth in this Request for Proposals ("RFP") and to provide such services in compliance with all local, state, and federal regulations. The selected respondent shall also execute an Agreement with the City, the form of which is provided at the end of this RFP. Any contract awarded in response to this RFP will be for a two (2) year period. The City shall have the option to renew the contract for one (1) additional two (2) year term upon approval by the City Council.

III. SUBMISSION REQUIREMENTS

A. Minimum Qualifications.

The City has established the following minimum qualifications for construction management and inspection services. Respondents who do not meet **all** of these minimum qualifications **will not** be

considered for the award of a contract. The City, in its sole discretion, will determine if a Respondent meets these minimum qualifications and will base its decision on the information contained in the Respondent's proposal submitted in response to this RFP as well as through reference checks conducted by the City staff.

Minimum of five (5) years continuous experience, within the last seven (7) years, to include construction management and inspection services as described in this RFP. Respondents must include a resume outlining years of experience and any credentials.

B. Demonstrated Qualifications and Project Experience.

This section should establish the ability of the Contractor to satisfactorily perform the required work. Provide examples of similar project experience; municipal experience preferred.

List at least three and not more than five projects or contracts for Construction Management and Inspection Services, within the last 5 years, for which you have successfully provided services of the type and kind required by this RFP. List the projects in priority order, with the most related project listed first.

At a minimum, provide the following information for each project listed:

- a. Company Name, contact person, including telephone number, email addresses
- b. Project name and location
- c. Project Owner, title and current phone number
- d. Project cost or contract value
- e. Project size (square feet or linear feet);
- f. Description of the project, scope of services, describing your experience, and work performed by your firm
- g. Names of consultant firms, if any, and their areas of expertise
- h. Description of how this project is similar and why the services provided are relevant to this project
- i. Period of time for which work was performed

C. References.

A list of at least three references including names, positions and telephone numbers for the individuals identified in the qualifications. Note: If the telephone numbers are incorrect the firm will receive zero points for that reference.

REQUEST FOR PROPOSALS #2020-10-501
CITY OF SPRING VALLEY VILLAGE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
INSTRUCTIONS TO RESPONDENTS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL BIDS/PROPOSALS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID/PROPOSAL SUBMITTED AND ANY AGREEMENT ENTERED INTO SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING BID/PROPOSAL.

1. BIDS/PROPOSALS, PREPARATION AND SUBMITTAL

All proposals submitted for City consideration must include two (2) originals in hard copy and one (1) electronic version, be clearly marked on the outside of the sealed envelope with the words “Request for Proposals #2020-10-501, City of Spring Valley Village Construction Management and Inspection Services, Attention: City Secretary, must contain the name of the company or individual submitting the bid, and be delivered prior to the response due date and time as described in the Invitation to Proposals. Failure to submit a bid/proposal in accordance with these instructions may result in the bid/proposal being declared unresponsive to specification and may not be further evaluated.

For bids/proposals submitted in hard copy, all figures must be written in ink or typed. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the proposal. No oral, telegraphic, telephonic, e-mailed or facsimile bids/proposals will be considered.

All bids/proposals/proposals must be submitted in a sealed envelope and must contain the following:

- (1) A completed Application on the form provided in this RFP signed by the authorized individual;
- (2) A list of at least three (3) references including names, positions and telephone numbers for the individuals identified in the qualifications on the form provided in this RFP. Note: If the telephone numbers are incorrect, the firm will receive zero points for that reference;
- (3) A completed Pricing Schedule on the form provided in this RFP;
- (4) Resume(s) of proposed staff included in the Pricing Schedule;
- (5) Acceptable documentation indicating compliance with all insurance requirements of the City, State or other regulatory agency; and
- (6) List of at least three and not more than five projects or contracts for Construction Management and Inspection Services, within the last 5 years, for which you have successfully provided services of the type and kind required by this RFP. List the projects in priority order, with the most related project listed first.

Bidders must provide all documentation required with the bid/proposal response. Failure to provide this information may result in rejection of bid. For additional instructions related to Bid/Proposal Preparation, please see the General Conditions of Bidding contained herein.

2. INTENT OF BID DOCUMENTS

Bidders should fully inform themselves as to all conditions and matters that can in any way affect the costs thereof. Should a bidder find discrepancies in, or omission from, the bid documents, or should there be any doubt as to a document’s meaning and intent, the Bidder should notify the City at once and obtain clarification prior to submitting a bid.

The submission of a bid/proposal by Bidder shall be conclusive evidence that the Bidder is fully acquainted with and satisfied as to character, quality and quantity of equipment and/or services to be furnished.

3. DELIVERY OF BIDS/PROPOSALS/PROPOSALS

Bids/proposals received prior to the time of the opening will be kept securely unopened. Bids/proposals received after the time specified in the Invitation to Bid shall be considered late and shall be returned unopened. The person whose duty it is to open the bids/proposals will decide when the specified time has arrived for the opening of the bids/proposals. No responsibility will be attached to an officer of the City for the premature opening of a bid not properly addressed and identified. No oral, telegraphic, telephonic, e-mailed or facsimile bids/proposals will be considered.

4. SIGNATURES

All bid/proposal responses are required to be signed by an authorized representative of the bidding entity. Bid/proposal responses received unsigned will result in the bid being declared unresponsive to specification and may not be further evaluated.

5. BID/PROPOSAL ALTERATION/WITHDRAWAL

Bids/proposals cannot be altered or amended after the submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before bid opening time. Bids/proposals may be withdrawn by written request signed by the bidder prior to the time fixed for bid opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for bid opening. Negligence on the part of the bidder in preparing the bid/proposal represents no right for withdrawal after the bid is opened. No bids/proposals may be withdrawn or canceled for a period of sixty (60) calendar days after opening of the bids/proposals.

6. DISQUALIFICATIONS OF BIDDERS

The bidders may be disqualified and their bids/proposals not considered for the following reasons, including, but not limited to:

- Bid received after the time set for receiving bids as stated in the advertisement;
- Reason for believing collusion exists between bidders;
- The bidder, sub-contractor or supplier being an interested party in any litigation against the City;
- Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work, or having defaulted on a previous contract;
- Lack of competency as revealed by reference checks, financial statement, experience and equipment, questionnaires, or qualification statement;
- Failure to comply with any of the requirements contained herein;
- Lack of signature by an authorized representative on the Bid Form or Proposal;
- Bidder is indebted to the City.

7. BID OPENINGS

All bids/proposals submitted will be opened publicly in the City Hall Council Chambers, at the date and time shown in the Invitation for Proposals. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.

The City will make a determination as to the responsiveness of bids/proposals submitted based upon compliance with all applicable laws, City of Spring Valley Village Purchasing Guidelines, and project

documents, including, but not limited to, the project specifications and contract documents. The City will notify the successful bidder upon award of the contract, and, according to State law, all bids/proposals received will be available for inspection at that time, unless otherwise provided by law.

8. PROPOSAL EVALUATION AND SELECTION

The City will conduct a comprehensive, fair, and impartial evaluation of all proposals received in response to this RFP. Each proposal will be analyzed to determine overall responsiveness and qualifications under the RFP. Criteria to be evaluated may include the following items:

- Years of relevant experience of firm or individual: 10%
- Qualifications and relevant experience on similar projects: 20%
- Demonstrated ability to respond quickly based on references: 20%
- Cost effectiveness: 50%

9. BASIS OF AWARD

It is the intent of the City to award a Contract to one Respondent submitting the most efficient and/or most economical proposals for the City. Selection shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids/proposals are subject to re-tabulation. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids/proposals.

The bid award will be made within sixty (60) days after the opening of bids. No award will be made until after investigations are made as to the responsibilities of the best bidder.

The City of Spring Valley Village reserves the right to award bids whole or in part when deemed to be in the best interest of the City. Bidder shall state on the bid/proposal if their bid/proposal is "all or none"; otherwise, it shall be considered as agreeing with this section.

The City of Spring Valley Village reserves the right to contact any respondent or, or at any time, to clarify, verify or request information with regard to any bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Spring Valley Village in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offer or, or to reject any or all bids/proposals.

10. BID TABULATION

Bidders desiring a copy of the bid tabulation may download a copy on the City of Spring Valley Village's website from the Purchasing Page at <https://www.springvalleytx.com/342/Purchasing>. Bidders may also request it by enclosing a self-addressed, stamped envelope with the bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.**

11. PROTESTS

All protests regarding the bid solicitation process must be submitted in writing to the City Administrator within five (5) working days following the opening of the bids/proposals. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Administrator within five (5) working days of the staff recommendation to the City Council. Unless otherwise provided by law, all staff recommendations will be made available for public review by inclusion in the agenda packet for the City Council meeting at which the bid/proposal will be considered.

REQUEST FOR PROPOSALS #2020-10-501
CITY OF SPRING VALLEY VILLAGE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
GENERAL CONDITIONS OF BIDDING

This Bid does not commit the City of Spring Valley Village to award a contract or to pay any costs incurred as a result of preparing such a response. The City reserves the right to accept or reject any and all responses received in response to this request, to negotiate with all qualified respondents or to cancel in part or in its entirety this Bid if it is in the best interests of the City.

Upon award of bid, the specifications and provisions of this bid document shall constitute a contract between the City of Spring Valley Village and the successful bidder.

BIDDING

1. **PRICING:** Price(s) quoted must be held firm for a minimum of 120 days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids/proposals are not acceptable unless specifically requested in the bid.
2. **QUANTITIES:** In the case of estimated requirements, contract bid quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
2. **ERROR-QUANTITY:** Bids/proposals must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
3. **EXCEPTIONS/SUBSTITUTIONS:** All submittals meeting the intent of this bid/request for proposal will be considered for award. Bidders taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the qualifications. The absence of such a list shall indicate that the Bidder has not taken exceptions and shall hold the Bidder responsible to perform in strict accordance with the specifications of the invitation. The City of Spring Valley Village reserves the right to accept any and all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.
4. **PROPRIETARY INFORMATION:** If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public. Any proprietary information must be indicated in the index and clearly identified in the qualifications.
5. **CORRESPONDENCE:** The bid number assigned to this Project must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
6. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid will be made by addenda posted on www.civcastusa.com. Sole issuing authority of addenda shall be vested in the City of Spring Valley Village Director of Public Works. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.

7. CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing to the City.
8. INQUIRIES: Any inquiries concerning the bid documents shall be submitted to the Director of Public Works through www.civcastusa.com. Inquiries are permitted until the deadline as indicated in the Bid Schedule Summary. Necessary replies will be issued to bidders of record as addenda, which become a part of the bidding documents. Oral instructions do not form a part of the bidding documents. **Any attempt on the part of a bidder or his representative to contact an elected official regarding this bid or its award will disqualify the bidder.**

PERFORMANCE

9. MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS: A prospective bidder must affirmatively demonstrate bidder's responsibility. In addition to the factors identified in Section 8 of the Instructions to Bidders herein, a prospective bidder must meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and
 - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

10. ASSIGNMENT: The successful bidder shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the City.
11. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City and/ harmless from any claim involving patent right infringement or copyrights on goods or services supplied.
12. ETHICS: The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Spring Valley Village.

PURCHASE ORDERS AND PAYMENT

13. PURCHASE ORDERS: A purchase order(s) shall be generated by the City to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received following review and approval by the Director of Public Works.
14. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids/proposals. Any bid submitted without required bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City prior to commencement of any work pursuant to the agreement provisions.

15. **APPROPRIATION CLAUSE:** The City of Spring Valley Village is a Texas Type A municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
16. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. **TAX MUST NOT BE INCLUDED IN BID PRICING.** Tax exemption certificates will be executed by the City and furnished upon request by the City Treasurer.
17. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice following review and approval by the Director of Public Works, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Successful Bidder is required to pay subcontractors within ten (10) days of work performed. Specific Payment Terms shall be contained in Contract for Construction to be executed by Successful Bidder and the City.
18. **INVOICES:** Invoices, if applicable, must be submitted by the successful bidder in hard copy to the City of Spring Valley Village, Attn: Accounts Payable, 1025 Campbell Road, Houston, Texas 77055, or by email to assttreasurer@springvalleytx.com.

CONTRACT

19. **CONTRACT PERIOD/RENEWAL OPTIONS:** In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids/proposals. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between the City and the successful bidder(s). Either party dissenting will terminate the contract in accordance with its initial specified term.
20. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Harris and/or Galveston Counties authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
21. **SELECTION OF REASONABLY QUALIFIED PROPOSALS:** The City of Spring Valley Village will review the proposals submitted by all proposers. On the basis of the relative importance of price and other evaluation factors, the City of Spring Valley Village will determine which proposals are reasonably qualified for the award of the Contract.

The City of Spring Valley Village may, at any time, investigate a proposer's ability to perform the services. The City of Spring Valley Village may ask for additional information about the company and its service on previous Contracts. Proposers may choose not to submit information in reply to the City of Spring Valley Village's request; however, if failure to submit such information does not clarify the City's questions concerning the ability to perform, the City may discontinue further consideration of a particular proposal.

The City of Spring Valley Village would typically be interested in previous experience in performing similar or comparable services, business and technical organizations, staffing and

personnel turnover; customer lists; financial statement of resources for current and past periods; or other relevant information.

Please be aware that the City of Spring Valley Village may use sources of information not supplied by the proposer concerning the abilities to perform this work. Such sources may include current or past customers of the organization; current or past suppliers; articles from other published sources such as industry newsletters or from non-published sources made available to the City of Spring Valley Village.

22. **DISCUSSIONS WITH REASONABLY QUALIFIED PROPOSERS:** After selection of reasonably qualified proposers, the City of Spring Valley Village may enter into discussions concerning the services proposed. These discussions will be on an individual basis and closed to third parties and other proposers.
23. **EXECUTION OF CONTRACT:** The City Council, by Council Resolution, shall authorize award of the Contract to one Proposer and designate the successful Proposer as the City of Spring Valley Village Contractor, subject to execution of the Contract documents by City and Proposer. The City of Spring Valley Village will require the Proposer to sign the Contract documents and to provide the required Performance and Payment Bonds, as appropriate, and provide evidence of insurance as required under the Contract documents. No work shall commence until the Contract documents are signed.

No contract shall be binding on the City until it has been executed by the appropriate authorized signatory for each entity. Further, no Contract for this project may be signed by the City of Spring Valley Village without the authorization of the Spring Valley Village City Council.

After the Contract is signed, the City will not make allowances for any failures by the designated Contractor, which affect the ability to provide services explicitly included in the Contract.

24. **EXECUTION OF APPROPRIATE BONDS:** The designated Contractor shall execute Performance and Payment Bonds in the amount specified in the Contract and provide proof of insurance conforming to requirements as set forth in the Contract. The designated Contractor shall pay cost for such bonds. Proof of insurance must accompany the executed Contract.

Unless otherwise approved in writing by the City of Spring Valley Village, the surety company underwriting the bonds shall be acceptable according to the latest list of companies holding certificates of authority from the Secretary of the Treasury of the United States.

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

25. **FAILURE TO EXECUTE CONTRACT:** Failure to execute the Contract within ten (10) days after the completed Contract documents are delivered by the City of Spring Valley Village shall entitle the City of Spring Valley Village to rescind the award and retain the proposal security as applicable. In the event of the City of Spring Valley Village should be required to re-advertise because of the failure to execute Contract document, the defaulting party shall not be eligible to submit a proposal.
26. **VALID PROPOSALS:** Contractors agree that their proposals shall remain valid for 60 days following the deadline date for submissions, or, if a proposal is accepted, throughout the entire term of the Contract.

27. **CONFIDENTIALITY:** In accordance with state law, proposals shall be opened so as to avoid disclosure of contents to competing proposers and shall be kept secret and confidential during the process of negotiation. All proposals submitted for this RFP shall be open for public inspection after Contract award. Clearly marked and identified trade secrets and confidential information contained in the proposal shall not be opened for public inspection upon mere request under the Open Records Act. Such matters will be returned to Proposer, upon request, after award of the Contract. If a third party challenges the trade secret or confidential nature of certain information, it will be the responsibility of the Proposer to defend that challenge.
28. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
29. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and/ and participating entities growing out of such injury or damages.
30. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this 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 this contract. The City reserves the right to terminate the contract immediately in the event the successful Bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications.

In the event the successful Bidder shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Spring Valley Village shall give the successful Bidder written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful Bidder, default will be declared and all the successful Bidder's rights shall terminate. Bidder, in submitting this bid, agrees that the City of Spring Valley Village shall not be liable to prosecution for damages in the event that the City declare the Bidder in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful Bidder.

31. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Administrator who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its sole expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Administrator for the City of Spring Valley Village or designated representative.
32. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

33. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Harris County, Texas.
34. SILENCE OF SPECIFICATION: The apparent silence of these specifications 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 specifications shall be made on the basis of this statement.
35. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all bidders shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
36. DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES: By submission of a bid response, the bidder represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the bidder has not been found to be liable for such practices in such proceedings.
37. FELONY CRIMINAL CONVICTIONS: The bidder represents and warrants that neither the bidder nor the bidder's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the bidder has fully advised the City of Spring Valley Village as to the facts and circumstances surrounding the conviction.
38. SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
39. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

40. CERTIFICATE OF INTERESTED PARTIES (FORM 1295): Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

41. FOREIGN TERRORISTS ORGANIZATIONS. Pursuant to Chapter 2252, Texas Government Code, Contractor represents and certifies that, at the time of execution of this Agreement neither Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

**REQUEST FOR PROPOSALS #2020-10-501
CITY OF SPRING VALLEY VILLAGE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
CONTRACTOR INSURANCE REQUIREMENTS**

Contractors providing good, materials and services for the City of Spring Valley Village shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. 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 insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

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.

Type of Contract
Special Events

Type and amount of Insurance

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage
Statutory Workers compensation insurance as required by state law
(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.
(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars
(If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.
(If size or scope of project warrant)
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

APPLICATION

City of Spring Valley Village Request for Proposals #2020-10-501
Construction Management & Inspection Services

RESPONDENT NAME: _____
(Give exact legal name as it will appear on the contract, if awarded.)

PRINCIPAL ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS: _____

SOCIAL SECURITY# or FEDERAL EMPLOYER IDENTIFICATION#: _____

BUSINESS STRUCTURE OF RESPONDENT: (Please check a box)

- Individual or Sole Proprietorship. If checked, list Assumed Name, if any: _____
- Partnership
- Corporation. If checked, check one: For Profit Nonprofit Also, check one: Texas Corporation
- Foreign Corporation
- Other. If checked, list type of business structure: _____ (LP, LLC, LLP, etc.)

PRINTED NAME OF PERSON TO SIGN CONTRACT: _____

CONTACT INFORMATION: List the one person who the City may contact concerning this proposal or setting dates for meetings.

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NO. _____ FAX NO. _____

EMAIL ADDRESS: _____

IS RESPONDENT AUTHORIZED AND/OR LICENSED TO DO BUSINESS IN TEXAS?

YES NO IF "NO", PROVIDE EXPLANATION:

HAS THIS RESPONDENT OR ANY OF ITS PRINCIPALS BEEN SUSPENDED FROM CONTRACTING WITH ANY PUBLIC ENTITY?

YES NO If "YES," please identify the public entity and the name and current phone number of a representative with that public entity familiar with the suspension, and state the reason for or circumstances surrounding the suspension, including, without limitation, the period of time for such suspension:

HAS THE RESPONDENT EVER BEEN DECLARED BANKRUPTCY OR FILED FOR PROTECTION FROM CREDITORS UNDER STATE OR FEDERAL PROCEEDINGS?

YES NO IF "YES," STATE THE DATE, COURT, JURISDICTION, AND CAUSE NUMBER OF ANY SUCH PROCEEDING:

IS RESPONDENT THE RESPONDENT CURRENTLY INVOLVED IN ANY LITIGATION?

YES NO IF "YES," PROVIDE EXPLANATION:

PROVIDE ANY OTHER NAMES UNDER RESPONDENT HAS OPERATED IN THE LAST 10 YEARS:

The undersigned certifies that (s)he is authorized to submit this Proposal on behalf of the entity named below:

Responding Entity Name

By: _____

Printed Name: _____

Title: _____

Date: _____

If this proposal is submitted by a Co-Respondent, an authorized signature from a representative of each Co-Respondent is required. Add additional signature pages as required.

By signing above, Respondent(s) agrees to the following:

1. If awarded a contract in response to this RFP, Respondent will be able and willing to execute a contract in the form demonstrated in the RFP with the understanding that the scope and compensation provisions will be negotiated and included in the final document;
2. If Respondent is a corporation, Respondent will provide a certified copy of the resolution evidencing authority to enter into the contract, if a person other than an officer of the corporation will be signing the contract;
3. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with the insurance and indemnification requirements set for in the Agreement made a part of the RFP;
4. If awarded a contract in response to this RFP, Respondent will be able and willing to comply with all representations made by Respondent in Respondent's Proposal; and
5. All statements made in this Application are true and correct and Respondent understands that any false statements or failure to disclose required information may result in disqualification of this Proposal from consideration.

**REQUEST FOR PROPOSALS #2020-10-501
CITY OF SPRING VALLEY VILLAGE CONSTRUCTION MANAGEMENT & INSPECTION SERVICES
PRICING SCHEDULE FORM**

Average estimated number of hours per week is approximately 25 hours dependent on the construction schedule.

Title	Hourly Rate

REFERENCES

A list of at least three (3) references including names, positions and telephone numbers for the individuals identified in the qualifications. Note: If the telephone numbers are incorrect the firm will receive zero points for that reference.

- 1. Name: _____
Title/Company: _____
Telephone: _____
Project Association: _____

- 2. Name: _____
Title/Company: _____
Telephone: _____
Project Association: _____

- 3. Name: _____
Title/Company: _____
Telephone: _____
Project Association: _____

SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids/proposals the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident’s principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

2. Name and address of principal place of business, and phone number of your company’s majority owner:

3. Name and address of principal place of business, and phone number of your company’s ultimate parent company:

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Spring Valley Village to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

CONTRACT DEVELOPMENT INFORMATION

Please provide the following information for contract development.

Is your firm?

- 1. Sole Proprietorship YES NO
- 2. Partnership YES NO
- 3. Corporation YES NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner's full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

Is this firm a minority, or woman-owned business enterprise?

NO YES If yes, specify () MBE () WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? NO YES

If yes, specify governmental agency: _____

Date of certification: _____

FORM 1295

CONFLICT OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
---	------------------------

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the goods or services to be provided under the contract.

Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party.

6 AFFIDAVIT I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.

Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP & SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath.

ATTACHMENT "A" – FORM CONTRACT

AGREEMENT FOR CONSTRUCTION MANAGEMENT & INSPECTION SERVICES

COUNTY OF HARRIS
STATE OF TEXAS

§ AGREEMENT BETWEEN THE
§ CITY OF SPRING VALLEY VILLAGE, TEXAS
§ AND _____
§ FOR CONSTRUCTION MANAGEMENT &
§ INSPECTION SERVICES
§ RFP# 2020-10-501

This Agreement is made and entered into by and between the City of Spring Valley Village, Texas, a municipal corporation situated in Harris County, Texas ("City") and _____ ("Contractor").

WITNESSETH:

WHEREAS, the City Council has found that construction management and inspection services are necessary for quality control and assurance, and

WHEREAS, the Contractor hereinafter identified desires to perform construction management and inspection services within the City upon the terms and conditions of this Agreement.

NOW THEREFORE, for and in consideration of the premises and covenants hereinafter set forth, the City and the Contractor mutually agree as follows:

I. SCOPE OF SERVICES

Services shall be provided in accordance with the Scope of Work identified in RFP# 2020-10-501, Construction Management and Inspection Services, a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A", and the Contractor's Proposal in response thereto, (hereinafter "Contractor's Proposal"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "B". The Contract consists of the following:

- (a) This Contract by and between the City and Contractor (hereinafter "Contract");
- (b) RFP# 2020-10-501, Construction Management and Inspection Services, (Exhibit "A"); and
- (c) The Contractor's Proposal dated _____ (Exhibit "B").

In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, RFP, and Contractor's Proposal. These documents shall be referred to collectively as "Contract Documents."

II. DURATION OF CONTRACT

This Contract shall commence upon the effective date and shall terminate two years after issuance date, unless terminated in accordance with the terms of this Agreement or extended by the City for one (1) additional two-year term.

III. COMPENSATION FOR SERVICES & PAYMENT

Compensation for Services provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in Contractor's Proposal, attached hereto as Exhibit "B." Such compensation for services as reflected in Exhibit "B" shall apply in the event that the Contract is renewed pursuant to the provisions of Article 2 above.

Upon submission of an invoice by Contractor and verification of the charges submitted by City, the City shall remit payment within 30 days of receipt of the invoice.

IV. GENERAL PROVISIONS

- 4.1 Termination Without Cause. The City may terminate this Agreement, without cause, upon thirty days written notice to the Contractor. The Contractor may terminate this Agreement, without cause, upon thirty days written notice to the City.
- 4.2 Termination For Cause. This Agreement may be terminated immediately and without notice upon the occurrence of any of the following events:
- (1) Any attempt by the Contractor to assign, subcontract, lease or sublet any obligation assumed hereunder unless the Contractor has received prior written approval from the City therefore.
 - (2) Failure to comply with all applicable laws, statutes, ordinances, rules and regulations, whether federal, state or local.
 - (3) Failure to comply with any term or condition of this Agreement.
- 4.3 Insurance. Contractor warrants that it has obtained and will maintain throughout the duration of the Work, insurance covering injury to its employees and third parties, including coverage for bodily injury and property damage resulting from, related to or arising out of Contractor's Work. Such insurance shall cover acts and omissions of Contractor, its employees, agents, and subcontractors. Contractor shall provide a certificate of insurance showing the City as additional insured and providing such types and amounts of coverage as required in the City's Specifications for the Work attached hereto as Exhibit "A". Such certificate of insurance shall provide that the City is to receive thirty (30) days written notice of cancellation.
- 4.4 Indemnification. The Contractor is and shall be an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent or employee of the City. The Contractor shall defend, indemnify and hold harmless the City and its officers, agents 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, in any way arising out of or resulting from the performance of this Agreement or caused by the negligent act or omission of the Contractor, its officers, agents, employees, subcontractors, licensees, or invitees.
- 4.5 Independent Contractor. Contractor covenants and agrees that Contractor is an independent contractor and not an officer, agent, servant or employee of City; that Contractor shall have exclusive control of and exclusive right to control the details of the Work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its

officers, agents, employees, contractors, subcontractors and consultants and shall indemnify City from all claims and damages resulting from this Work; that the doctrine of respondent superior shall not apply as between City and Contractor, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Contractor.

4.6 Severability. The provisions of this Contract are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of this Contract is for any reason held to be contrary to the law or contrary to any rule or regulation having the force and effect of the law, such decisions shall not affect the remaining portions of the Contract. However, upon the occurrence of such event, either party may terminate this Contract by giving the other party thirty (30) days written notice.

4.6 Notices. Any notice that is required or permitted to be given by the City to the Contractor hereunder may be given by personal delivery, facsimile with confirming copy, or mailed to the Contractor by certified U.S.P.S., return receipt requested, postage prepaid, addressed as follows:

Any notice that is required or permitted to be given by the Contractor to the City hereunder may be given by personal delivery or mailed to the City by certified U.S.P.S., return receipt requested, postage prepaid, addressed as follows:

City of Spring Valley Village
Attn: City Administrator
1025 Campbell Rd
Houston, TX 77055

Notices mailed as above shall be deemed given on the third regular postal delivery day after the date of their deposit in the U.S.P.S. Notices delivered by personal delivery shall be deemed delivered given upon their delivery. Either party may change its address for notice upon written notice to the other party.

4.7 Entire Agreement. This Agreement, inclusive of the documents incorporated herein by reference or as exhibits hereto, constitutes the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed, and it may be amended only by an instrument in writing executed by both parties.

4.8 No Assignment. The rights granted to the Contractor and the obligations herein assumed by the Contractor shall be personal to the Contractor and shall only apply to the auto wrecker(s) identified in this Agreement. This Agreement shall terminate upon any attempted assignment, subcontract, lease or other subletting of any obligation assumed hereunder unless the City has given prior written approval therefor.

4.9 Venue. The laws of the State of Texas shall govern the interpretation, validity, performance and

enforcement of this Contract. The parties agree that this Contract is performable in Harris County, Texas, and that exclusive venue shall lie in Harris County, Texas.

- 4.10 Contract Interpretation. Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 4.11 Headings. The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of City Council approval.

CITY OF SPRING VALLEY VILLAGE, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Roxanne Benitez, City Secretary
City of Spring Valley Village, Texas

CONTRACTOR

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

Corporate Secretary