REQUEST FOR PROPOSALS (RFP)

HISTORIC RESOURCES SURVEY
RFP #17-040

The City of League City is now accepting sealed proposals for a Historic Resources Survey.

DEADLINE: Sealed proposal submittals must be received by **2:00 p.m., CST, Tuesday, June 13, 2017**. (The clock located at the receptionist desk in the lobby of City Hall will be the official time.) Applicant names of all proposals received will be read aloud on this date at the City of League City, City Hall Executive Conference Room, 300 W. Walker Street, League City, TX 77573. Proposals received after the deadline stated herein will not be opened and shall be considered void and unacceptable.

MARK ENVELOPE: ***#17-040 – Historic Resources Survey***

DELIVERY ADDRESS: Please submit one (1) marked original and three (3) exact duplicate copies of your complete proposal along with one (1) electronic copy (CD or flash drive) properly labeled and clearly marked with the RFP number and description to:

City of League City
Purchasing Department
300 West Walker
League City, TX 77573
Monday – Thursday: 8:00 am to 6:00 pm
Friday: 8:00 am to 12:00 pm

Bids sent via courier must be sealed in a separate envelope inside of the mailer.

POINT OF CONTACT: All inquiries regarding this RFP must be made, in writing, to Kylie Box, Buyer, at kylie.box@leaguecitytx.gov. The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only written requirements and qualifications will be considered.

The City of League City reserves the right to reject any and all proposals, to waive irregularities, and to accept the proposal deemed the most advantageous to the City.

Deadline for submission of questions is Tuesday, June 6, 2017 by 2:00 p.m.

Released: Monday, May 15, 2017

City of League City
Request for Proposal #17-040
Historic Resources Survey

1. Introduction:

The City of League City is soliciting proposals from qualified historic preservation consultant teams to prepare a comprehensive survey of historic buildings, structures, and sites. The City intends to use this survey to delineate the boundaries of and establish the historical context of the designated area. The survey shall conform to all requirements of the Texas Historical Commission Historic Resources Survey Form Manual. It is the intent of the City to select a single firm to accomplish all services outlined in this RFP.

1.1 Clarification and Interpretation of RFP

1.1.1 The words "must" or "will" or "shall" in this RFP indicate mandatory requirements. Taking exception to any mandatory requirement will be grounds for rejection of the proposal.

1.1.2 The City desires to avoid any misunderstanding where it is assumed that a feature is included in the proposal and turns out to be an optional, extra cost feature. As such, any question answered with an indication of compliance will be considered included at no additional cost. Any service that is referred to in the body of this response (does not pertain to attachments and brochures) will be considered included in the basic offer.

1.2 Purpose

The purpose of this RFP is to provide minimum requirements, solicit proposals and gain adequate information from which the City may evaluate the proposer's products and services as they compare to other providers and as they pertain to the needs of the City's organization as defined in this document.

2. Background Information:

2.1 General

League City is a home-rule, incorporated city with a 2017 population of approximately 102,635. The city encompasses approximately 52 square miles and is in the Houston metropolitan area. The city lies in north Galveston County and southeast Harris County. League City is located approximately 26 miles southeast of downtown Houston and within 50 miles of Bush Intercontinental Airport. League City is experiencing rapid growth, adding approximately 3,000 residents a year. League City residents enjoy excellent schools, great parks, excellent public safety, recreational facilities, access to entertainment, and a unique heritage.

The City of League City passed ordinances in 1997 enabling the formal establishment of the Historic District (the District) and a Historic Commission. The purpose was to formally recognize the District as a unique area of League City and to establish guidelines for preservation and orderly development within the boundaries of the District.

3. <u>Scope of Work</u>:

3.1 <u>General</u>

The survey area includes the Historic District of the City of League City, as well as some of the surrounding neighborhoods that may have historical significance. The project area shall be determined by the survey company. The current Historic District expands from Clear Creek to Main Street, as illustrated in the map attached, Exhibit 1. The survey may alter the boundaries of the Historic District.

3.2 <u>Scope of Services</u>

The objectives of the project are to:

- conduct a field survey of the project area;
- locate, identify, photograph, and provide an inventory form for historic buildings, structures and sites within the area which may be eligible for designation as a historic landmark or as a contributing resource to the historic district;
- delineate the correct boundaries of the historic district; and,
- research and produce a historical context report evaluating the historical significance of properties within the designated area.

3.3 <u>Scope of Work</u>

1. **Public Meeting #1:** City staff will conduct stakeholder and public meetings to inform the public about the start of the survey and what to expect during the process.
2. **Perform Historic Resources Survey:** For each property, the consultant will complete a "Historic Resources Survey Form," and provide digital photos. This form is attached as "Exhibit #3" and is also available at: http://www.thc.texas.gov/about/forms#cat_292 (Search Historic Resources Survey.)
3. **Identify historic contexts:** For each property, identify the historic contexts.
4. **Draft Survey Report and Proposed Historic District Boundary.**
5. **Public Meeting #2:** City staff and consultant will hold a public meeting to present the draft results of the survey and the proposed Historic District boundary amendment.
6. **Prepare Final Survey Report and Proposed Historic District Boundary:** The final report will include a cover sheet, abstract, table of contents, introductory page, survey report text, and attachments.
7. **Public Meeting #3:** City staff will hold a public meeting with the Historic Commission to present the final survey report and proposed Historic District boundary amendment.
8. **Planning & Zoning Commission Meeting:** Commission will make a recommendation to the City Council regarding the proposed Historic District boundary.
9. **City Council Meeting:** City staff will take the proposed Historic District boundary amendment to be adopted by City Council.

3.4 Required Deliverables

The following items are expected as deliverables of the Historic Resources Survey.

1. **Completed Forms:** One set of completed forms in hard copy.
2. **Excel Spreadsheet:** A spreadsheet that lists all properties surveyed, the year the structure(s) was built, the historic context, significance, contributing factors, and architectural style.
3. **Final Survey:** Two (2) copies of the final survey report. See below for report details.
4. **Additional Documentation:** Any additional maps, sketches, or slides used to complete the project.
5. **Digital Files:** Digital files of all surveys, photos, maps, sketches, research, final survey report, etc.

Final Survey Report

In addition to documenting the current inventory of buildings and sites in the project area, the consultant shall compare historic resources and make objective judgments about the properties' relative significance. The final survey report will identify historic contexts or expand upon recognized historic contexts. The report should include:

a. Completed survey form with photographs and sketches if needed.
b. Narrative statement of significance with associated contexts with chronology, geography and themes identified; this should rely on existing contextual and other historic resource documentation to the extent possible.
c. Description of property types and subtypes: including historic characteristics and architectural styles.
d. Classification of historic structures as contributing or non-contributing to the district.
e. Description of the relationship between historic structures and the historic contexts.
f. Bibliographic references.

4. Contract Terms and Conditions:

4.1 General

It is anticipated that completion of services will be within six (6) months of selection (proposers to submit schedule), with extension terms available, upon mutual agreement of the parties. All rates/fees shall be fixed for the contract term, and for any subsequent extension terms – there will be no provision for price adjustments for any extension, as the agreement is meant to provide an option for either party to exit the contractual obligation at its discretion.

4.2 Indemnification

It is understood that any resulting contract executed will contain the following language:

It is further agreed that the firm (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the firm under this contract. Such indemnity shall apply

regardless of whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Firm, or any third party.

4.3 Release

It is understood that any resulting contract executed will contain the following language:

The firm assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the firm's work to be performed hereunder.

This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by insurance and regardless of whether such injury, death, loss or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the firm, or any third party.

5. Instructions to Bidders:

5.1 General

This section outlines specific instructions for proposal submissions. **Proposers not adhering to these instructions shall be disqualified without further consideration.**

At the public opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the firm identifies as proprietary, all proposals will be open for public inspection after the contract award. All proposals become the property of the City of League City.

The City of League City requires comprehensive responses to every section within this RFP. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive and will result in disqualifications. To facilitate the review of the responses, Firms shall follow the described proposal format. The intent of the proposal format requirements is to expedite review and evaluation. It is not the intent to constrain Vendors with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review and evaluation. Failure to arrange the proposal as requested may result in the disqualification of the proposal. *It is requested that proposals be limited to no more than 25 pages, excluding resumes and sample documents.* Proposals shall have 1" margins and be single-sided, single spaced, using Times New Roman 12 point font. All pages of the proposals must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

5.2 Project Timeline

The vendor/contractor selection process will follow the timeline shown below. Estimated key milestone dates for the completion of the project are also included:

Request for Proposals Issued: Monday, May 15, 2017

Deadline for Submitting Questions: Tuesday, June 6, 2017 by 2:00 p.m.

Proposal Submission Deadline: Tuesday, June 13, 2017 by 2:00 p.m.

Selection Process: June 13-16, 2017

Presentations from finalists: June 19-20, 2017 (if necessary)

Planned Award of Contract: June 22 , 2017

5.3 Statement of Compliance

By submission of a response to this RFP, proposer acknowledges full compliance with required specifications and all terms and conditions as detailed in the RFP.

5.4 **TAB A** – Qualifications

5.4.1 Provide a general description of the business including the names of the principal owners, years in business, primary services provided, address of the office, and any other information that would help gain an understanding of the organization.

5.4.2 Provide the names, resumes, and relevant experience of any personnel who will be assigned to any part of the project, including the project manager. Include a description of the project manager's experience with similar projects.

5.5 **TAB B** – Past Performance

5.5.1 Please provide a description of other historic surveys completed within the last five (5) years. For each, include the name of the customer and contact information. Also, please provide a sample of a completed survey.

5.6 **TAB C** – Project Methodology

5.6.1 Provide an estimated timeline to complete the proposed work, divided by each phase of the project: pre-field research, survey, draft report, and final report.

5.6.2 Work plan shall clearly distinguish the firm's duties and responsibilities and those of the City. Absence of this distinction shall mean the firm is assuming full responsibility for all tasks.

5.7 **TAB D** – Pricing and Fees

5.7.1 Provide a fixed price for items, including but not limited to, consultants time and associated travel expenses to complete this project, mapping, and supplies. If items are listed as general/additional services, include a list of items covered under such heading.

5.7.2 The proposal shall include an hourly fee schedule for additional services required for successful completion of this project but not specifically identified in this RFP or optional services that may enhance the City's benefit.

5.8 **TAB E** – References

5.8.1 Include names and telephone numbers of persons whom the City of League City can contact for references regarding the firm's past performance on similar projects.

5.9 **TAB F** – Conflict of Interest

5.9.1 Provide a completed copy of the Conflict of Interest Questionnaire (Form CIQ).

The Texas legislature recently enacted House Bill 914 which added Chapter 176 to the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of League City, including affiliations and business and financial relationships such persons may have with City of League City officers. The form can be located at the Texas Ethics Commission website:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

By doing business or seeking to do business with the City of League City including submitting a response to this RFP, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Any information provided by the City of League City is for information purposes only. If you have concerns about whether Chapter 176 of the Texas Local Government Code applies to you or the manner in which you must comply, you should consult an attorney.

The following are the current City Council and City employees who are anticipated to either recommend or approve award of the proposal.

City Council:	Mayor	Pat Hallisey
	Councilmember	Dan Becker
	Councilmember	Hank Dugie
	Councilmember	Larry Millican
	Mayor Pro Tem	Todd Kinsey
	Councilmember	Greg Gripon
	Councilmember	Keith Gross
	Councilmember	Nick Long
City Staff:	City Manager	John Baumgartner
	Assistant City Manager	Rebecca Underhill
	Director of Planning	Paul Menzies
	Assistant Dir. Of Planning	Frankie Legaux
	Planning Manager	Kris Carpenter
	Senior Planner	Korrie Becht
	Purchasing Manager	Shawna Tubbs

5.10 Additional Information

League City will provide the following in electronic format:

5.10.1 Exhibit #1: Current District Map

5.10.2 Exhibit #2: Zoning

5.10.3 Exhibit #3: Historic Resources Survey Form

6. Proposal Evaluation Process

All proposals will be screened by an evaluation committee. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and those proposers selected for a short list may be invited to attend an interview, at the proposers own expense. Any invitation for an oral presentation will be solely for the purpose of clarifying proposals received from each qualifying proposer, and will not represent any decision on the part of the evaluation committee as to the selection of a successful proposer.

The City's process is as follows:

6.1 City staff shall recommend an evaluation committee which will be used to evaluate all proposals. The City will evaluate all proposals based on the following criteria:

6.1.1 **Qualifications – 25 pts**

6.1.2 **Past Performance – 20 pts**

6.1.3 **Project Methodology – 20 pts**

6.1.4 **Prices and Fees – 20 pts**

6.1.5 **References – 15 pts**

6.2 Once proposals are scored, the evaluation team will select finalists and decide whether interviews should be conducted. After interviews are performed, if needed, the evaluation team may request the finalists to submit a Best and Final Offer (BAFO).

6.3 Should negotiations be unsuccessful, the City shall enter into negotiations with the next, highest ranked Vendor. The process shall continue until an agreement is reached with a qualified Vendor.

6.4 This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending interviews.

6.5 The City reserves the right to negotiate the final fee prior to recommending any Vendor for a contract.

The City reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the City's judgement as to the appropriateness of an award to the best evaluated proposer. This information may be appended to the proposal evaluation process results.

PROPOSER CERTIFICATION AND ADDENDA ACKNOWLEDGEMENT

By signature affixed, the proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the bidder, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.

Proposer guarantees product offered will meet or exceed specifications identified in this RFP.

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

Addendum #1_____ Addendum #2_____ Addendum #3_____

Addendum #4_____ Addendum #5_____ Addendum #6_____

Bidder Must Fill in and Sign:

NAME OF FIRM/COMPANY: _____

REPRESENTATIVE's NAME: _____

REPRESENTATIVE's TITLE: _____

MAILING ADDRESS: _____

CITY, STATE, ZIP: _____

PHONE & FAX NUMBERS: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

Awarded vendor will be required to execute this agreement prior to commencement of service. This is provided for INFORMATIONAL PURPOSES ONLY. Any exceptions to this agreement shall be included in proposal response.

PROFESSIONAL SERVICES AGREEMENT

This SERVICES AGREEMENT ("Agreement") is entered into by and between the undersigned, _____ ("Contractor"), located at _____ and City of League City ("City"), a City in the State of Texas, located at 300 W. Walker, League City, Texas 77573.

Services: Contractor will perform the designated services and/or products as set forth in _____, which is attached and incorporated for all purposes.

Term and Termination: This agreement shall begin on _____, and shall terminate on _____. This agreement may be terminated by either party upon thirty (30) days written notice or immediately by CITY in the event of breach by Contractor. CITY may terminate this Agreement with or without cause upon thirty (30) days prior written notice to the Contractor. Upon such termination, CITY shall pay Contractor, at the rate set out in _____, for services satisfactorily performed up through the date of termination. Notwithstanding any provision in this Agreement to the contrary, CITY will not be required to pay or reimburse Contractor for any services performed or for expenses incurred by Contractor after the date of the termination notice that could have been avoided or mitigated by Contractor.

Compensation: Contractor shall be paid for the services and reimbursable travel expenses, if any, as set forth in _____, attached and incorporated for all purposes. CITY shall pay Contractor in accordance with the Texas Government Code 2251. Contractor must submit invoices for all services, which invoices must include dates of service and details of services provided. Payment for delivery of services rendered shall not be unreasonably withheld or delayed. If CITY disapproves any amount submitted for payment by Contractor, CITY shall give Contractor specific reasons for disapproval in writing. Upon resolution of any disputed charges, Contractor shall submit an amended invoice covering any remaining charges to CITY.

Relationship of the Parties: Contractor is an independent contractor and is not an employee, partner, joint venture, or agent of CITY. Contractor understands and agrees that he/she will not be entitled to any benefits generally available to City of League City employees. Contractor shall be responsible for all expenses necessary to carry out the services under this agreement, and shall not be reimbursed by CITY for such expenses except as otherwise provided in this agreement.

Travel: Contractor ☐ **shall** ☐ **shall not** be reimbursed for travel conducted in the pursuit of this contract and appropriate per diem as outlined in _____ attached hereto and incorporated for all purposes. Documentation of travel costs (original receipts) shall be provided by the contractor for all travel related expenses except mileage on personal automobile. Original receipts are required for travel expenses related to hotel, rental car, commercial airlines, parking, taxi, etc.

SAMPLE

Intellectual Property: This agreement shall be an agreement for services and the parties intend and consider any work created as a result of this agreement, including any and all documentation, images, products or results, to be a work for hire under federal copyright law. Ownership of the work shall belong to and remain the exclusive property of CITY. The work may be edited at any time within the City's discretion. If the work would not be considered a work-for-hire under applicable law, Contractor hereby assigns, transfers, and conveys any and all rights, title and interest to City of League City, including without limitation all copyrights, patents, rights of

reproduction, rights to ownership, and right to secure registrations, renewals, reissues and extensions thereof. As the sole copyright holder of the work, CITY maintains and asserts the rights to use, reproduce, make derivative works from, and/or edit the Work in any form of medium, expression or technology now known or hereafter developed, at any time within the City's discretion. Contractor shall not sell, disclose or obtain any other compensation for the services provided herein. If the work is one to which the provisions of 17 U.S.C. § 106A apply, the Contractor hereby waives and appoints CITY to assert on the Contractor's behalf the Contractor's moral rights or any equivalent rights regarding the form or extent of any alteration to the work (including, without limitation, removal or destruction) or the making of any derivative works based on the Work, including, without limitation, photographs, drawings or other visual reproductions of the work, in any medium, for City purposes.

Confidentiality: During the course of the work and/or services to be provided under this agreement, Contractor may come in contact with confidential information of CITY. Contractor agrees to treat as confidential the information or knowledge that becomes known to Contractor during performance of this agreement and not to use, copy, or disclose such information to any third party unless authorized in writing by CITY. This provision does not restrict the disclosure of any information that is required to be disclosed under applicable law. Contractor shall promptly notify CITY of any misuse or unauthorized disclosure of its confidential information and upon expiration of this agreement shall return to CITY all confidential information in Contractor's possession or control. Contractor shall further comply with all City information security policies that may apply and shall not make any press releases, public statements or advertisement referring to the services provided under this agreement or the engagement of Contractor without the prior written approval of CITY.

SAMPLE

Warranties and Representations: Contractor warrants and agrees that Contractor shall perform the Services and conduct all operations in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances. For any Service performed on premises owned or controlled by CITY, Contractor warrants and agrees that Contractor will perform the Services in compliance with all city Rules, including but not limited to, prohibitions related to tobacco use, alcohol, and other drugs.

Licenses/Certifications: Contractor agrees to obtain, at its own cost, any and all approvals, licenses, filings, registrations and permits required by federal, state or local laws, regulations or ordinances, required for the performance of the Services.

Performance/Qualifications: Contractor agrees and represents that Contractor has the personnel, experience, and knowledge necessary to qualify Contractor for the particular duties to be performed under this Agreement. Contractor warrants that all services performed under this Agreement shall be performed consistent with generally prevailing professional or industry standards.

Conflict of Interest: Contractor warrants, represents, and agrees that Contractor presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with Contractor's performance of the Services hereunder. Contractor further warrants and affirms that no relationship or affiliation

exists between Contractor and CITY that could be construed as a conflict of interest with regard to this Agreement.

Insurance: For the entire term of the Agreement ("Term"), Contractor shall maintain Comprehensive General Liability insurance coverage of $1,000,000 per occurrence or medical malpractice insurance (whichever applies). If, during the Term, Contractor will enter City property, Contractor shall also maintain the following insurance: (i) Worker's Compensation coverage with statutory limits for the State of Texas, including Employers Liability coverage of $500,000 per accident; (ii) Commercial Automobile Liability coverage of $1,000,000 Combined Single Limit; (iii) for engineers and architects only: Professional Liability coverage of $5,000,000 per occurrence; and (iv) for builders only: Builder's Risk coverage in the amount of the construction cost, including protection against named windstorm and flood. All policies must contain a waiver of subrogation against City.

Comprehensive General Liability and Commercial Automobile Liability policies must name CITY as Additional Insured. Contractor shall pay all insurance deductibles and deductibles must not exceed $10,000 unless approved in advance by City. Contractor shall provide City Certificates of Insurance evidencing these insurance requirements prior to the start of work.

Indemnification: Contractor shall indemnify and hold harmless City, and each of its directors, officers, agents and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities, including without limitation attorneys' fees and reasonable litigation costs, arising out of, connected with, or resulting from any acts or omissions of Contractor or any agent, employee, subcontractor, or supplier of Contractor in the execution or performance of this contract, to the extent the claim arises from negligence, willful act, breach of contract or violation of law.

SAMPLE

Force Majeure: Neither CITY nor Contractor shall be liable for any delay in the performance of this Agreement, nor for any other breach, nor for any loss or damage arising from uncontrollable forces such as fire, theft, storm, war, or any other force majeure that could not have been reasonably avoided by exercise of due diligence.

Notices: Any notice given under this contract by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified postage prepaid with return receipt requested. Mailed notices shall be addressed to the addresses of the parties as they appear in the contract. Notices delivered personally shall be deemed communicated at the time of actual receipt. Mailed notice shall be deemed communicated three (3) days after mailing.

Texas Family Code Child Support Certification: Pursuant to Section 231.006, *Texas Family Code*, Contractor certifies that it is not ineligible to receive the award of or payments under the Agreement and acknowledges that the Agreement may be terminated and payment may be withheld if this certification is inaccurate.

State Auditor: Contractor understands that acceptance of funds under the Agreement constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds. Contractor agrees to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. Contractor will include this provision in all contracts with permitted subcontractors.

Jurisdiction: Any disputes under this agreement shall be brought in a court of competent jurisdiction in Galveston, Texas and governed by Texas law.

Alternative Dispute Resolution: To the extent that Chapter 2260, Texas Government Code, is applicable to this Contract and is not preempted by other applicable law, the dispute resolution process provided for in Chapter 2260 and the related rules adopted by the Texas Attorney General Pursuant to Chapter 2260, shall be used by CITY and the Contractor to attempt to resolve any claim for breach of contract made by Contractor that cannot be resolved in the ordinary course of business. The Director of Finance of CITY shall examine Contractor's claim and any counterclaim and negotiate with Contractor in an effort to resolve such claims. The parties hereto specifically agree that (i) neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of a claim constitute grounds for the suspension of performance by Contractor, (ii) neither the issuance of this Contract by CITY nor any other conduct, action or inaction of any representative of CITY relating to this contract constitutes or is intended to constitute a waiver of CITY's or the state's sovereign immunity to suit; and (iii) CITY has not waived its right to seek redress in the courts.

Entire Agreement: This agreement and the attached Audit Engagement Letter, dated June 25, 2014, pages 1-11, contain the entire agreement between the parties and supersedes any and all prior agreements, arrangements, and understanding, oral or written between the parties relating to this agreement. This agreement may not be modified except by mutual written agreement of the parties executed subsequent to this agreement.

Authority: Contractor warrants and represents that Contractor has full power and authority to enter into and perform this agreement and to make the grant of rights contained herein. The person signing on behalf of CITY represents that he/she has authority to sign this agreement on behalf of CITY.

SAMPLE

_____	City of League City
By: _____	By:_____
Name: _____	Name: **John Baumgartner**
Title: _____	Title: **City Manager**
Date: _____	Date: _____

Note: Modification of this Form requires approval by the Office of the City Attorney.

EXHIBIT "A"
SERVICES

1. Services:

Contractor will serve as:

_____
_____
_____
_____
_____

2. Deliverables:

Contractor will deliver the following (Attach additional sheet, if necessary):

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____

SAMPLE

EXHIBIT "B"
COMPENSATION

1. Compensation (Select one item):

☐ Contractor shall be paid a fee of _____ per person for a not to exceed amount of _____ for services.

OR

☐ Compensation shall be based on a **daily rate** of _____ dollars ($_____) for _____ (____) days between _____and_____, _____ (year).

OR

☐ Compensation shall be based on an **hourly rate** of _____ dollars ($_____) for a total amount of _____ (____) Service hours.

Total compensation paid by CITY to Contractor for Services shall not exceed _____ dollars ($_____), which amount does not include applicable sales tax or reimbursable expenses (below), without the express written consent of CITY.

Compensation will be made upon completion of services and in accordance with the Texas Prompt Payment Act.

2. Reimbursable Travel Expenses:

Reimbursable Travel Expenses under this Agreement and charged to CITY will not exceed ____ dollars ($____):

Reimbursable Expenses included in this agreement are listed as follows:

_____
_____
_____

SAMPLE

TERMS AND CONDITIONS:

MULTIPLE CONTRACTORS: The City reserves the right to make a single award or multiple awards, whichever are in the best interest of the City.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFP. Failure to provide this information may result in rejection of proposal.

TAX EXEMPTION: The City is not liable to respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the respondent.

DISCUSSIONS: Formal or informal communication involving an oral or written exchange of information for the primary purpose of obtaining information essential for determining the acceptability of a proposal may occur. Any discussions of this nature are only intended to clarify the City's understanding of submissions.

BEST AND FINAL OFFER (BAFO): In a competitive negotiation, the final proposal submitted after negotiations or discussions are completed that contains the proposer's most favorable terms for price, services and products to be delivered. Sometimes referred to as BAFO and utilized during the Request for Proposal method of procurement.

EVALUATION PROCESS: It is the City's intent to enter into a contract with the Vendor that offers the "best value" for the desired project. After receipt of the proposals, City of League City will evaluate the proposals based upon the evaluation criteria set forth in the Request for Proposal. The City has, at its sole discretion, the ability to negotiate with the respondent determined to be the highest ranked after completion of the evaluations.

The City may elect to conduct discussions with the respondents deemed to be in the competitive range for award. If discussions are held, respondents identified in the competitive range will be given equal opportunity to discuss and submit revisions to their proposals. Revisions of proposals are accomplished by formally requesting Best and Final Offers (BAFOs) at the conclusion of discussions with a deadline set for receipt of BAFOs and including instructions as to exactly what should be submitted in response to the BAFO. After consideration of all BAFO responses, the City will select the top ranked respondent, and will enter into contract negotiations.

COSTS TO SUBMIT: The City of League City will not be liable for any costs incurred by any respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to the response of this RFP.

INSURANCE REQUIREMENTS: Contractor shall maintain, at his sole cost, at all times while performing work hereunder, the insurance and bond coverage set forth below with companies satisfactory to the Owner with full policy limits applying, but not less than stated. A certificate evidencing the required insurance and specifically citing the

indemnification provision set forth in the Agreement shall be delivered to the Owner within fifteen (15) days that Notice to Proceed has been accepted by Contractor.

(1) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement with a limit of not less than $1,000,000.00;

(2) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than $100,000.00.

(3) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury $1,000,000.00 per each person, $1,000,000.00 per each occurrence/$2,000,000.00 aggregate; Property Damage $1,000,000.00 per each occurrence;

(4) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of $5,000,000.00 excess of specified limits;

(5) Performance Bond and Payment Bond, furnished as guaranty of the faithful performance of the work and for the protection of the claimants for labor and material, each in the full amount of the Contract price, executed by a surety company or surety companies authorized to execute surety bonds under and in accordance with the laws of the State of Texas.

ADDENDA: Any interpretations, corrections or changes to this Request for Proposal and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of League City Purchasing Office. Any changes to specifications will be made in writing and posted on the City's website at: http://leaguecity.com/bids.aspx. Respondents shall acknowledge receipt of all addenda on the Bidder Certification/Addenda Acknowledgement form found within this document.

LATE PROPOSALS: Proposals received by the City after the submission deadline will be considered void and unacceptable. City of League City is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp at the Receptionist's desk at City of League City, City Hall shall be the official time of receipt.

ALTERING PROPOSALS: Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time and must be initialed by the signer of the proposal, guaranteeing authenticity.

AWARD: The City has the right to award a contract upon the conditions, terms and specifications contained in a proposal submitted to the City for a period of up to ninety (90) days following the date specified for the opening of proposals.

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that result from this solicitation. Your

response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City prepared contract and any additional City or respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City prepared contract and a document incorporated by reference, the City prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

LIABILITY AND INDEMNITY: Any provision of the contract is void and unenforceable if it: (1) limits or releases either party from liability that would exist by law in the absence of the provision; (2) creates liability for either party that would not exist by law in the absence of the provision; or (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the contract that establishes a limitations period that does not run against the City by law or that is shorter than two (2) years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this contract and any lawsuit on this contract must be filed in a court that has jurisdiction in Galveston County, Texas.

CONFLICT OF INTEREST: No public official shall have interest in this contract accept in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of League City. More than one proposal on any one contract from a respondent or individual under different names shall be grounds for rejection of all proposals in which the respondent or individual has an interest. One or all proposals will be rejected if there is any reason to believe that collusion exists between respondents.

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

By doing business or seeking to do business with the City of League City, including submitting a response to this Request for Proposals, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest Questionnaire found within this document must be completed and turned in with each proposal.

PURCHASE ORDER: City of League City may generate a purchase order to the successful respondent. The purchase order number must appear on all invoices, packing lists and all related correspondence. City of League City will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of League City designated location) are to be included in the proposal price.

INVOICES: submitted for payment shall be addressed to: City of League City, Accounts Payable, 300 W. Walker St., League City, TX 77573, accountspayable@leaguecity.com and shall reference the City of League City approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful respondent agrees to protect City of League City from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of League City reserves the right to terminate the contract immediately in the event the successful respondent:

1. Fails to complete project in a timely manner agreed upon by both parties;

2. Otherwise fails to perform in accordance with this contract;

3. Becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of League City may have in law or equity. Respondent, in submitting this proposal, agrees that City of League City shall not be liable to prosecution for damages in the event that the City declares the respondent in default.

TERMINATION FOR CONVENIENCE: The contract may be terminated, without penalty, by either party by providing thirty (30) days' written notice to the other party.

NOTICE: Any notice provided by this RFP or required by law to be given to the successful respondent by City of League City shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in League City, Texas, by Registered or Certified Mail with sufficient postage affixed thereto,

addressed to the successful respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful respondent shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of City of League City.

INTERLOCAL AGREEMENT: Chapter 791, Texas Government Code and Chapter 271, Subchapter F, Texas Local Government Code, authorizes cities to enter into Interlocal purchasing agreements to take advantage of potential cost

savings resulting from cooperative purchasing efforts. Successful contractor(s) agree(s) to extend prices and terms to all entities, who have entered into or will enter into joint Purchasing Interlocal Cooperation Agreements with the City of League City.

CONTINGENCIES: Before submitting their bid, Proposers should make a careful examination of the scope of work and of the difficulties involved in its proper execution. Proposers should include in their proposal all costs they deem proper and sufficient to cover all contingencies essential to the completion of the compensation and classification study, not withstanding that every item or contingency is not specifically mentioned herein.

CERTIFICATE OF INTERESTED PARTIES: Applies to all contracts that must be approved by the City Council. In accordance with House Bill 1295, for certain contracts entered into on or after January 1, 2016, the successful proposer must submit a ***Certificate of Interested Parties (Form 129*5)** at the time the signed contract is submitted to the City and/or before the City can pay any related invoice. This applies to any contract of any amount that must be approved by the City Council. Form 1295 must be filed electronically with the Texas Ethics Commission using the online filing application located at:

https://www.ethics.state.tx.us/File/

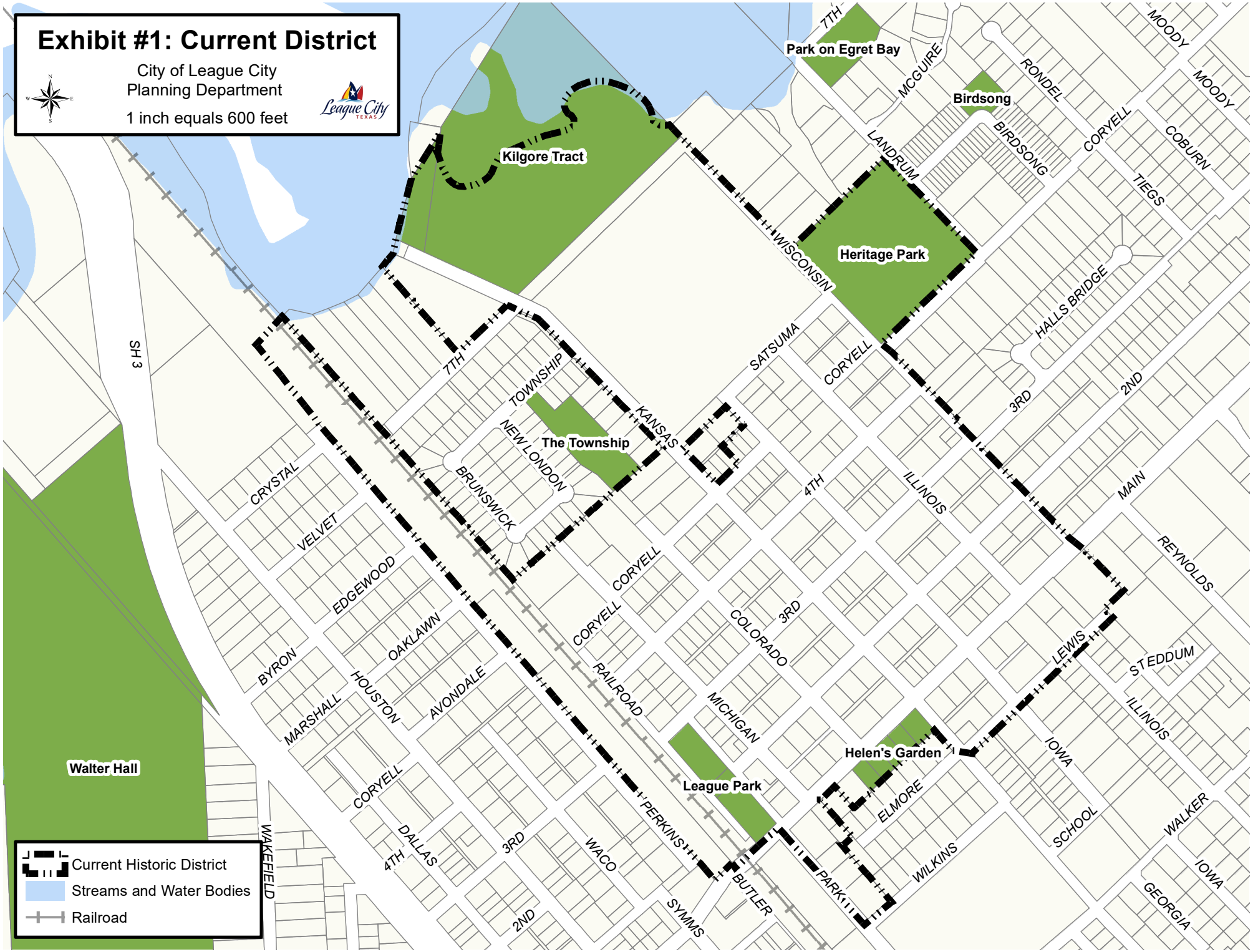
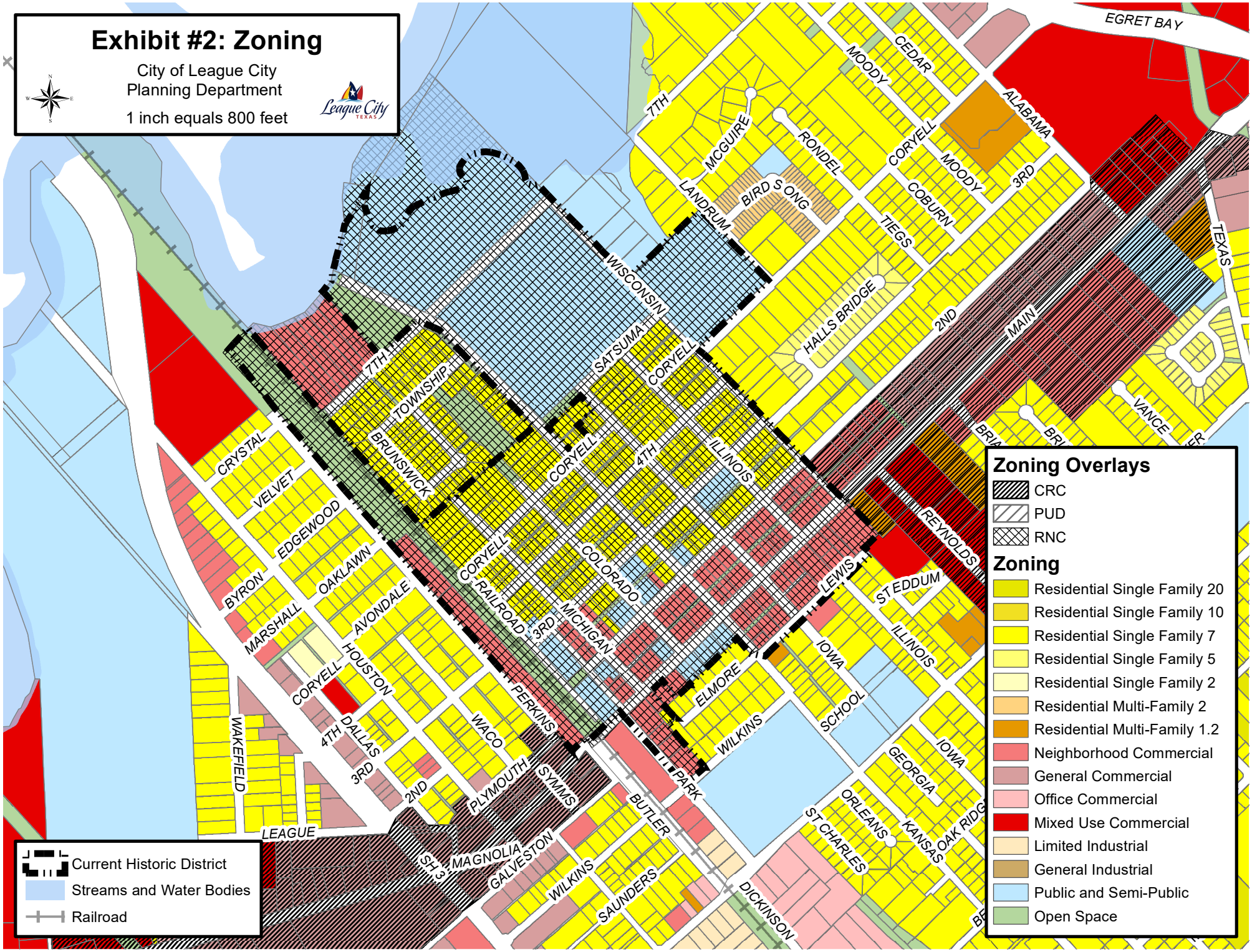


Exhibit #1: Current District
City of League City
Planning Department
1 inch equals 600 feet
Park on Egret Bay
Birdsong
Kilgore Tract
Heritage Park
The Township
Walter Hall
League Park
Helen's Garden
7TH
MCGUIRE
RONDEL
MOODY
LANDRUM
BIRDSONG
CORYELL
COBURN
TIEGS
WISCONSIN
HALLS BRIDGE
SATSUMA
TOWNSHIP
KANSAS
NEW LONDON
BRUNSWICK
3RD
2ND
4TH
ILLINOIS
MAIN
REYNOLDS
CRYSTAL
VELVET
EDGEWOOD
OAKLAWN
BYRON
MARSHALL
HOUSTON
AVONDALE
RAILROAD
COLORADO
MICHIGAN
LEWIS
STEDDUM
IOWA
SCHOOL
WALKER
GEORGIA
ELMORE
WILKINS
PARK
BUTLER
PERKINS
SYMMS
WACO
DALLAS
WAKEFIELD
SH 3
Current Historic District
Streams and Water Bodies
Railroad

Exhibit #2: Zoning

City of League City
Planning Department

1 inch equals 800 feet



Zoning Overlays

- CRC
- PUD
- RNC

Zoning

- Residential Single Family 20
- Residential Single Family 10
- Residential Single Family 7
- Residential Single Family 5
- Residential Single Family 2
- Residential Multi-Family 2
- Residential Multi-Family 1.2
- Neighborhood Commercial
- General Commercial
- Office Commercial
- Mixed Use Commercial
- Limited Industrial
- General Industrial
- Public and Semi-Public
- Open Space

- Current Historic District
- Streams and Water Bodies
- Railroad

TEXAS HISTORICAL COMMISSION

HISTORIC RESOURCES SURVEY FORM

PROJECT # Click here to enter text. Local ID Click here to enter text.
County Click here to enter text. City Click here to enter text.
Address Click here to enter text.

SECTION 1

Basic Inventory

Current Name Click here to enter text.
Historic Name Click here to enter text.

Owner Information:
Name Click here to enter text. Status Click here to enter text.
Address Click here to enter text. City Click here to enter text.
State Click here to enter text. Zip Click here to enter text.

Geographic Location: Latitude: Click here to enter text. Longitude: Click here to enter text.
Legal Description (Lot/Block) Click here to enter text.
Addition/Subdivision Click here to enter text. Year Click here to enter text.

Property Type: ☐Building ☐Structure ☐Object ☐Site ☐District
Current Designations:
☐NR District (Is property contributing? ☐Yes ☐No)
☐NHL ☐NR ☐RTHL ☐OTHM ☐HTC ☐SAL ☐Local ☐OtherClick here to enter text.

Architect: Click here to enter text. **Builder:** Click here to enter text.

Construction Date: Click here to enter text. ☐Actual ☐Estimated Source: Click here to enter text.

Function

Current Use: ☐Agriculture ☐Commerce/trade ☐Defense ☐Domestic ☐Educational
☐Government ☐Healthcare ☐Industry/Processing ☐Recreation/Culture ☐Religious ☐Social
☐Vacant ☐Other: Click here to enter text.

Historic Use: ☐Agriculture ☐Commerce/trade ☐Defense ☐Domestic ☐Educational
☐Government ☐Healthcare ☐Industry/Processing ☐Recreation/Culture ☐Religious ☐Social
☐Vacant ☐Other: Click here to enter text.

Image Information

Recorded by: Click here to enter text. Date Recorded: Click here to enter text.
Photo Data: ID# Click here to enter text. To: Click here to enter text. Primary Image ID: Click here to enter text.

TEXAS HISTORICAL COMMISSION

HISTORIC RESOURCES SURVEY FORM

PROJECT # Click here to enter text. Local ID Click here to enter text.

County Click here to enter text. City Click here to enter text.

Address Click here to enter text.

SECTION 2

Architectural Description

General Architectural Description: Click here to enter text.

☐Additions, modifications, specify dates: Click here to enter text.

☐Relocated, specify date, former location and information of interest: Click here to enter text.

Stylistic Influence(s)

☐Log traditional ☐Shingle ☐Gothic Revival ☐Pueblo Revival ☐International
☐Greek Revival ☐Romanesque Revival ☐Tudor Revival ☐Spanish Colonial ☐Post-war Modern
☐Italianate ☐Folk Victorian ☐Neo-Classical ☐Prairie ☐Ranch
☐Second Empire ☐Colonial Revival ☐Beaux Arts ☐Craftsman ☐Commercial Style
☐Eastlake ☐Renaissance Revival ☐Mission ☐Art Deco ☐No Style
☐Queen Anne ☐Exotic Revival ☐Monterey ☐Moderne ☐Other

Structural Details

Roof Form

☐Gable ☐Hipped ☐Gambrel ☐Shed ☐Flat w/ parapet ☐Mansard ☐Pyramidal

Other: Click here to enter text.

Roof Materials

☐Wood shingles ☐Tile ☐Composition Shingles ☐Metal ☐Other: Click here to enter text.

Wall Materials

☐Brick ☐Stucco ☐Stone ☐Wood shingles ☐Log ☐Terra Cotta ☐Concrete
☐Metal: ☐Wood Siding ☐Siding: Other Click here to enter text. ☐Glass ☐Asbestos ☐Vinyl
☐Other: Click here to enter text.

Windows

☐Fixed ☐Double Hung ☐Wood Sash ☐Metal Sash ☐Casement
☐Sliding ☐Decorative Screenwork Other: Click here to enter text.

Doors (Primary Entrance)

☐Single door ☐Double door ☐With transom ☐With sidelights ☐Other: Click here to enter text.

Plan

☐L-plan ☐T-plan ☐Modified L-plan ☐2-room ☐Open ☐Center Passage ☐Bungalow ☐Shotgun
☐Irregular ☐Four Square ☐Rectangular ☐OtherClick here to enter text.

# of Stories: Click here to enter text. Basement: ☐None ☐Partial ☐Full

Chimneys

Specify #Click here to enter text. ☐Interior ☐Exterior
☐Brick ☐Stone ☐Stucco ☐Corbelled Caps ☐Other: Click here to enter text.

PORCHES/CANOPIES

Form: ☐Shed Roof ☐Flat Roof ☐Hipped Roof ☐Gable Roof ☐Inset ☐Other: Click here to enter text.

Support: ☐Wood posts (plain) ☐Wood posts (turned) ☐Masonry pier ☐Fabricated metal
☐Box columns ☐Classical columns ☐Tapered box supports ☐Suspension cables
☐Suspension rods ☐Spindlework ☐Jigsawn trim ☐Other: Click here to enter text.

Materials: ☐Metal ☐Wood ☐Fabric ☐OtherClick here to enter text.

Ancillary Buildings (specify # and type)

Garage Click here to enter text. Barn Click here to enter text. Shed Click here to enter text. Other: Click here to enter text.

Landscape/Site Features

☐Sidewalks ☐Terracing ☐Drives ☐Well/cistern ☐Gardens ☐Other: Click here to enter text.
☐Stone ☐Wood ☐Concrete ☐Brick ☐Other materials: Click here to enter text.

Landscape Notes: Click here to enter text.

TEXAS HISTORICAL COMMISSION

HISTORIC RESOURCES SURVEY FORM

PROJECT # Click here to enter text. Local ID Click here to enter text.
County Click here to enter text. City Click here to enter text.
Address Click here to enter text.

SECTION 3

Historical Information

Associated Historical Context: ☐Agriculture ☐Architecture ☐Arts ☐Commerce
☐Communication ☐Education ☐Exploration ☐Health ☐Immigration/Settlement
☐Law/Government ☐Military ☐Natural Resources ☐Planning/Development ☐Religion/Spirituality
☐Science/Technology ☐Social/Cultural ☐Transportation ☐Other: Click here to enter text.

Applicable National Register (NR) Criteria:

☐A Associated with events that have made a significant contribution to the broad pattern of our history
☐B Associated with the lives of persons significant in our past
☐C Embodies the distinctive characteristics of a type, period or method of construction or represents the work of a master, or possesses high artistic value, or represents a significant and distinguishable entity whose components lack individual distinctions
☐D Has yielded, or is likely to yield, information important in prehistory of history

Areas of Significance: Click here to enter text.
Click here to enter text.

Period(s) of Significance: Click here to enter text.

Level of Significance: ☐National ☐State ☐Local

Integrity: ☐Location ☐Design ☐Materials ☐Workmanship
☐Setting ☐Feeling ☐Association

Integrity notes: Click here to enter text.

Individually Eligible? ☐Yes ☐No ☐Undetermined

Within Potential NR District? ☐Yes ☐No ☐Undetermined
Is Property Contributing? ☐Yes ☐No ☐Undetermined

Priority:
(see manual for definitions) ☐High ☐Medium ☐Low Explain: Click here to enter text.

Other Information

Is prior documentation available for this resource? ☐Yes ☐No ☐Unknown **Type:** ☐HABS ☐Survey ☐Other
Documentation details Click here to enter text.

Questions?
Contact Survey Coordinator
History Programs Division, Texas Historical Commission
512/463-5853
history@thc.state.tx.us
version 3/2013

TEXAS HISTORICAL COMMISSION
real places telling real stories

www.thc.state.tx.us