

RFQ #25-84-Q
Consultant for Lewisville Valley 1 & 4 Neighborhood Rehab Project



Submittal Due Date: August 6, 2025

Issued on July 12, 2025

1.0	PROJECT DESCRIPTION
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1.1 PURPOSE

The purpose of this RFQ is to provide the City of Lewisville with the necessary information to determine the qualifications of firms interested in providing engineering services to assist in analyzing, planning, developing design, bidding and construction for the Lewisville Valley 1 & 4 Neighborhood Subdivision Rehabilitation projects.

1.2 SCOPE OF SERVICES

The scope of work includes, but is not limited to, the rehabilitation of streets, alleys, utilities, drainage, and ADA-compliant sidewalks. The design should be approached with consideration towards diverse and thriving neighborhoods and include traffic calming and other complete streets elements as appropriate based on City staff and resident input. The design, and methods to create the plan, should be consistent with [City of Lewisville 2025 Vision Plan Update](#) and vision statement “*By 2025 and beyond, Lewisville will be a community characterized by diversity, connectivity, resource management and growth.*”

Lewisville Valley 1 contains two areas. One area is bounded by Valley Pkwy to the northeast, College Pkwy to the south and Old Orchard to the northwest. The second area is bounded by Old Orchard to the east, Main St. to the south, Pinebluff Dr. to the west and College Pkwy to the north. Lewisville Valley 1 includes the following streets: Knollridge Dr., Juniper Ln., Grove Dr., Grove Ct., Forest Glen Dr. Evergreen Dr., Dogwood Trl., Cherry Hill Ln., Beechwood Dr., Beechwood Pl., and Applegate Dr.

Lewisville Valley 4 is bounded by Cross Timbers Rd. to the south, N Garden Ridge Blvd. to the east, College Pkwy to the north, and Kirkpatrick Ln. to the west. Lewisville Valley 4 includes the following streets: Belltower, Canterbury, Windemere, Yorkshire Terrace, Yorkshire Cir., Glencairn, Clydesdale, Clarendon, Sterling, Tiburon Bend, Solway, King Cir., Julie Ct., Abilene Drive and Calvert Ct.

Lewisville Valley 1 and 4 are rear entry subdivisions with a 4-foot sidewalk on each side and alleys. The Street Right of Way is a typical 50-foot wide City street. Location Maps are depicted on Exhibit A.

Funds for design and construction were provided by the 2015 and 2024 Bond Programs. Services expected from the consultant include but are not limited to the following tasks:

Task A: Project Management and Coordination

The Consultant will provide the necessary project coordination, administration, and management through the life of this project and interface with the City’s staff, to achieve project objectives. The Consultant shall proactively provide directions to the City regarding the project tasks necessary to deliver the project consistently with regulatory requirements. The Consultant shall attend a kick-off meeting with the City to confirm the scope of work before development of tasks. Subsequent meetings may be hosted on a recurring basis as required. The Consultant will update the City’s project team regarding the progress of the project on a monthly basis or as needed.

Deliverables from task A include:

- Detailed project schedule
- Agendas and notes from monthly or bimonthly meetings

Task B: Existing Condition Evaluation and Needs Assessment

The Consultant will collect any data necessary to evaluate existing conditions of the streets, alleys, sidewalks, water and sanitary mainlines and services, irrigation systems and drainage system, within the project study limits.

Deliverables from Task B include:

- Existing Conditions and Needs Assessment Report
- Survey for Design
 - Surveyors utilize City of Lewisville control monuments.
 - Survey control for construction will be set at 500' intervals. Monuments will be iron rods or 'x' cuts in concrete.
 - Provide a letter notifying residents of survey activities to be mailed to each property within the survey limits
 - Lot lines information based on Denton County Tax records.
 - Approximate location of relevant property and right-of-way lines
 - Request Texas 811 to completely mark underground utilities.
 - Cross sections surveyed minimum 50 LF with points defining back of sidewalk, front of sidewalk, pavement edges and crown at a minimum.
 - Describe any wall or landscape edge material or leadwalk (which is not simply concrete)
 - Any visible utility structures.
- Geotechnical Report
- SUE – Level D and C

Task C: Conceptual/Schematic Design (30% Submittal)

The conceptual design shall be submitted to City per the approved project schedule. The purpose of the conceptual design is for the qualified consultant to identify, develop, communicate through the defined deliverables, and recommend the design concept that successfully addresses the design problem, and to obtain the City's endorsement of this concept. The Design will utilize concepts and criteria contained in the current City Unified Development Codes and Ordinances, and Drainage Criteria Manual for conceptual planning and design.

Deliverables for Task C include:

- Probable construction costs
- Plans to be prepared in DGN file format. Initially, preliminary plans (30% design schematics) will be developed sufficiently to provide exhibits for resident & property owner meetings.
- Construction phasing, sequence of work and traffic control plan.
- Initial list of implementation objectives with actionable steps.
- SUE – Level B
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Task D: Public Outreach

An internal team of City staff members will serve as an internal Advisory Committee to assist with the evaluation of the design and will include staff from the Engineering, Public Services, Planning, Parks,

Police, Fire, and Neighborhood Services Departments. An initial kickoff meeting should be held with this team to identify any gaps in data and confirm the project scope. Members of this committee will participate as appropriate in weekly check-in calls and have access to notes from those calls. The consultant will also be responsible for holding 2 stakeholder meetings during the design process. Stakeholder engagement should be innovative and effective. It will be held at key points in the process pursuant to the approved schedule to gain the perspective of area residents, businesses and other entities or specific groups recommended by the City. There needs to be a virtual option for engagement as well as in-person opportunities. Outreach will be conducted to ensure vulnerable populations are represented in the planning efforts. Vulnerable populations are defined as low-income, minority, senior, school-aged, people with disabilities, zero-car households, populations with limited English proficiency, and other groups as deemed necessary.

Deliverables for Task D include:

- Public Participation Plan and proposed public meeting schedule.
- Any survey, questionnaires, comment cards, letters, and any other materials with associated feedback/results provided to the City.
- Meeting and marketing materials, sign-in sheets, exhibits, etc.
- Meeting summaries of each meeting in Microsoft Word format within five (5) business days of the meeting date.
- Content for posting on the project website/media page.

Task E: Designs, Implementation Steps, and Final Plans (Post Schematic Design)

All plans are to be prepared in DGN file format. The development of final plans for construction will be undertaken after this process is completed. Final plans and construction documents will be reviewed at the 60%, 90% and 100% design stages. It is anticipated that minimal additional right of way and easements are required in this project. It is expected that easement and right of way parcels will be limited to corner clips to accommodate ADA compliant ramps, sidewalk easements and temporary construction easements. Acquisition of any required right-of-way parcels will be performed by the City of Lewisville; however, easement documents including legal descriptions and exhibits will be provided by the consultant. City of Lewisville construction standards and NCTCOG specifications will be utilized for the project.

Deliverables for Task E include:

- Easement and ROW services needed for construction, along with the preparation of all associated documents for submission to the City.
- 60%, 90% and 100% Final plans including estimate of probable cost at each submittal with summary, existing conditions, and proposed design.
- Construction phasing, sequence of work and traffic control plan
- Probable construction costs, and potential funding sources.

1.3 INTERVIEW/SELECTION

If necessary, the top-ranking Respondents may be invited to participate in an interview for a consultant presentation and Q&A session. The Respondents will be notified of the time and place for interviews and if any additional information may be required to be submitted. If negotiations with the top-ranked Respondents are not successful, the City will select the next-ranked proposer for award and negotiate the final terms of the contract.

1.4 PROFESSIONAL SERVICES AGREEMENT

City of Lewisville shall require the firm selected to execute a Professional Services Agreement upon award of a contract.

1.5 INSURANCE

Prior to the commencement of any work under this contract, the successful proposer shall furnish an original completed certificate(s) of insurance to the City, which shall be completed by an agent authorized to bind the named underwriter(s) and their company to the coverage, limits, and termination provisions shown thereon and in attachment entitled "Insurance Requirements for "Professional Services Projects/Consultants". The insurance shall remain in effect through the agreement terms and any extensions.

2.0 GENERAL INFORMATION & REQUIREMENT

- 2.1 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (Texas Government Code, Chapter 552.001, et seq.) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.
- 2.2 TYPE OF CONTRACT: Any contract resulting from this solicitation will be in the form of the Owner's Standard Professional Services Agreement.
- 2.3 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. **Qualifications shall not include any information regarding respondents' fees, pricing, or other compensation.**
- 2.4 OWNER'S RESERVATION OF RIGHTS: The Owner may evaluate the Qualifications based on the anticipated completion of all or any portion of the Project. The Owner reserves the right to divide the Project into multiple parts, to reject any and all Qualifications and re-solicit for new Qualifications. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 2.5 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.
- 2.6 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

3.0 QUALIFICATIONS STATEMENT

The qualifications submittal shall be divided into tabbed, marked sections and shall include but not limited to information for each of the following:

RESPONDENT'S CAPABILITIES AND RESOURCES TO UNDERTAKE THE PROJECT (Maximum of two (2) printed pages per question)

- 3.1 Provide a statement on the availability and commitment of the Prime Firm and consultant's assigned principal(s) and professionals to undertake the assigned project in accordance with the project planning schedule.
- 3.2 Provide a brief history of the Prime Firm and sub-consultant(s) proposed for the assigned project including when the firms were established, type of ownership and office locations. If more than one office is listed, indicate the office that will manage the project. If the firm has changed name or ownership within the last three (3) years, indicate the former name.
- 3.3 Provide a listing of the number of professional staff by discipline located in the office that will manage the project.
- 3.4 Provide an Organization Chart for the team proposed for the project.
- 3.5 Provide resumes of key personnel from the Prime Firm and consultants who will be assigned to this Project. Resumes are limited to two (2) pages per person.

RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS

- 3.6 List a maximum of five (5) projects for which you have provided services that are most related to this project. List the projects in order of priority, with the most relevant project listed first. Provide the following information for each project listed:
 - 3.6.1 Project name, location, contract delivery method, and description
 - 3.6.2 Color images (photographic or machine reproductions)
 - 3.6.3 Final project size in linear feet of the various improvements.
 - 3.6.4 Type of construction (new, rehabilitation)
 - 3.6.5 Actual start and finish dates for design
 - 3.6.6 Actual Notice to Proceed and Substantial Completion dates for construction
 - 3.6.7 Description of professional services Prime Firm provided for the project
 - 3.6.8 Name of Project Manager (individual responsible to the Owner for the overall success of the project)
 - 3.6.9 Name of Project Engineer (individual responsible for coordinating the day-to-day work)
 - 3.6.10 Name of Project Designer (individual responsible for design concepts)
 - 3.6.11 Prime Firm's References (for each project listed above, identify the following):
 - 3.6.11.1 The Owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number

- 3.6.11.2 Contractor's name and representative who served as the day-to-day liaison during the Preconstruction and/or construction phase of the project, including telephone number.
- 3.6.11.3 Length of business relationship with the Owner.
- 3.6.12 Identify a maximum of three (3) completed projects, of any type, for which the Prime Firm received an award for design excellence from a recognized organization and provide descriptive information for each.

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ process.

RESPONDENT'S APPROACH TO THE PROJECT AND KNOWLEDGE OF BEST PRACTICES

- 3.7 Describe the Prime Firm's design philosophy, design methodology, and its process for integrating institutional standards into design.
- 3.8 Provide a statement of interest for the project including a narrative describing the Prime Firm's and consultant's unique qualifications as they pertain to this particular project.
- 3.9 Describe the Prime Firm's quality assurance program explaining the method used and how the firm maintains quality control during the development of Construction Documents and quality assurance during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used for any combination of two (2) projects listed in response to 3.6.
- 3.10 Describe your cost estimating methods for the design and construction phases. How do you develop cost estimates and how often are they updated? For any combination of two (2) projects listed in response to 3.6, provide examples of how these techniques were used and what degree of accuracy was achieved.
- 3.11 Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner's project schedule. For any combination of two (2) projects listed in response to Criteria 3.6, provide examples of how these techniques were used.
- 3.12 Describe the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of the projects listed above. Describe how you used these systems for any combination of two (2) projects listed in response to 3.6.
- 3.13 Describe how you plan to ensure continuity of project objectives starting with design solution, moving through construction documents, and finishing with a constructed project that meets the Owner's requirements.
- 3.14 Describe the project team's approach to assuring timely completion of this project, including methods you will use for schedule recovery if necessary.

- 3.15 Describe how you track Owner input and review comments on your design document submittals to confirm that they have been addressed. Provide examples of reports/logs used for tracking response to and closure on Owner comments.
- 3.16 Describe your understanding of the administrative challenges and opportunities associated with providing Design and Construction Administration services for the assigned neighborhood project and your strategy for resolving these issues.
- 3.17 What do you perceive are the critical issues for this project?
- 3.18 Understanding schedule limitations: Provide an analysis of the Owner's project planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner's decision making.
- 3.19 For any two (2) of the projects listed in response to 3.6, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.

RESPONDENT'S INTEGRITY AND PROFESSIONAL LIABILITY

- 3.20 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 3.21 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Owner.
- 3.22 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 3.23 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee or elected official? If so, please explain.
- 3.24 Provide a claims history under professional malpractice insurance for the past five (5) years for the Prime Firm and any team members proposed to provide professional engineering services.

4.0 FORMAT OF PROPOSALS

GENERAL INSTRUCTIONS

- 4.1 Proposals shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 4.2 Digital submissions through Bonfire are preferred.
- 4.3 Proposals shall be a **MAXIMUM** of fifty (50) **PRINTED PAGES**. The cover, table of contents, divider sheets, City of Lewisville RFQ document and signature page do not count as printed pages.
- 4.4 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection.
- 4.5 Proposals and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.
- 4.6 The Owner will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.
- 4.7 Proposals that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 4.8 The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 4.9 Proposals shall consist of answers to questions identified in Section 5 of the RFQ. It is not necessary to repeat the question in the Proposals; however, it is essential to reference the question number with the corresponding answer.

PAGE SIZE, BINDING, DIVIDERS, AND TABS (APPLIES TO PAPER SUBMITTALS):

- 4.10 Proposals shall be printed on letter-size (8-1/2" x 11") paper and GBC or spiral bound (No 3-ring binders).

- 4.11 Additional attachments shall NOT be included with the Proposals. Only the responses provided by the respondent to the questions identified in Section 5 of this RFQ will be used by the Owner for evaluation.
- 4.12 Separate and identify each criteria response to Section 5 of this RFQ by use of a divider sheet with an integral tab for ready reference.

TABLE OF CONTENTS:

- 4.13 Submittals shall include a “Table of Contents” and give page numbers for each part of the Qualifications.

PAGINATION:

- 4.14 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.)

SUBMITTAL:

- 4.15 The RFQ will be available to interested parties at <https://cityoflewisville.bonfirehub.com/portal> or may be picked up in person at the Purchasing office.
- 4.16 Proposals may be uploaded to Bonfire or sealed RFQs, one (1) original and one (1) PDF copy on a flash drive may be delivered to the City of Lewisville Purchasing Division office at the address below, in a sealed envelope or box, clearly marked:

**RFQ: 25-84-Q CONSULTANT FOR LEWISVILLE VALLEY 1 & 4
NEIGHBORHOOD REHAB PROJECT**

Delivery address:

City of Lewisville
Finance Administration – Purchasing Division
Attn: Janine Carpenter, Senior Buyer
151 W. Church Street,
Lewisville, TX 75057

- 4.17 The deadline for questions is listed in the Bonfire portal. All questions pertaining to this RFQ must be submitted in writing via Bonfire. No verbal clarification will be given.
- 4.18 No telephone, email, or fax proposals will be accepted. Proposals may be accepted if delivered in person or by U.S. Postal Service, Federal Express, UPS, etc. or uploaded to Bonfire. The City is not responsible for missing, lost, or late delivery. Any RFQ responses received after the time set for opening will be returned to the proposer unopened.
- 4.19 Specifications, RFQ proposal forms, and instructions to bidders are attached hereto. The preparation of the proposal will be at the total expense of the proposer. There is no expressed or implied obligation for the City of Lewisville to reimburse responding proposers for any expense

incurred in the preparation of proposals in response to this request. Alternate proposals will also be considered, provided the alternatives are clearly explained. All deviations from the specifications must be clearly identified and explained.

5.0 EVALUATION CRITERIA

City of Lewisville will consider the qualifications of Responder's personnel to provide services in accordance with applicable standards for engineering consulting services including The evaluation of professional qualifications of the Responders will be based on the following criteria:

DESCRIPTION	POINTS
Approach to the Project and Knowledge of Best Practices	35
Capabilities and Resources to Undertake the Project	25
Performance on Past Representative Projects	20
Integrity And Professional Liability	10
Proposal Format and Quality	10
TOTAL	100

Upon completion of an unbiased review and ranking of the qualifications by a team comprised of various City staff, the City may choose to interview several of the most highly ranked firms in the course of choosing the successful engineering firm.

6.0 SIGNATURE

5 REPRESENTATIONS

By signing below, Respondent represents and warrants that:

- 6.1.1 The Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- 6.1.2 It is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the response or any resulting contracts at the City's option, and the Respondent may be removed from all future proposal lists at this City;
- 6.1.3 The individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the response;
- 6.1.4 No relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of The City of Lewisville, Texas;
- 6.1.5 No compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- 6.1.6 Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and affirmative action;
- 6.1.7 To the best of its knowledge, no member of the City of Lewisville Council or Elected official has a financial interest, directly or indirectly, in the Project; and
- 6.1.8 The successful firm will be selected based on demonstrated competence and qualifications only.

MISCELLANEOUS:

Required Forms

All forms requiring either a signature or information to be filled in are to be returned with your proposal. In addition, the language contained in the attached form entitled Purchase Order Terms and Conditions is made part of this request for proposal through reference herein.

SIGNATURE PAGE

TYPE OR PRINT:

FIRM NAME

AUTHORIZED REPRESENTATIVE & TITLE

STREET ADDRESS and/or P.O. BOX NO.

() _____
A/C PHONE NUMBER

CITY/STATE/ZIP CODE

() _____
A/C FAX NUMBER

FIRM'S TAX IDENTIFICATION NUMBER

E-MAIL ADDRESS

_____ / _____

SIGNATURE

DATE

PROPOSER'S ACCEPTANCE OF EVALUATION METHODOLOGY

WAIVER OF CLAIMS: EACH PROPOSER BY SUBMISSION OF A RESPONSE TO THIS REQUEST FOR QUALIFICATIONS ("RFQ") WAIVES ANY CLAIMS IT HAS OR MAY HAVE AGAINST THE OWNER, ITS EMPLOYEES, OFFICERS, AGENTS, REPRESENTATIVES, AND THE MEMBERS OF OWNER'S GOVERNING BODY, CONNECTED WITH OR ARISING OUT OF THIS RFQ, INCLUDING THE ADMINISTRATION OF THE RFQ AND THE RFQ EVALUATION. SUBMISSION OF A PROPOSAL INDICATES PROPOSER'S ACCEPTANCE OF THE EVALUATION TECHNIQUE AND PROPOSER'S RECOGNITION THAT SOME SUBJECTIVE JUDGMENTS MUST BE MADE BY THE OWNER DURING THE EVALUATION OF PROPOSALS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PROPOSER ACKNOWLEDGES THAT THE BASIS OF SELECTION AND THE EVALUATIONS SHALL BE MADE PUBLIC AFTER THE CONTRACT IS AWARDED AND WAIVES ANY CLAIM IT HAS OR MAY HAVE AGAINST THE ABOVE-NAMED PERSONS, DUE TO INFORMATION CONTAINED IN SUCH EVALUATIONS.

Firm: _____

Authorized Signature: _____

Printed Name: _____

Date: _____

**CITY OF LEWISVILLE PURCHASING DIVISION
ADDITIONAL TERMS**

ANTI-LOBBYING PROVISION

During the period between proposal / sealed bid submission date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any member of the City of Lewisville City Council or City staff except in the course of City-Sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

This provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. This policy is intended to create a level playing field for all potential offerors, assure that contract decisions are made in public, and to protect the integrity of the RFQ / Bid Evaluation process. Violation of this provision may result in rejection of the offeror's proposal.

LAWS AND ORDINANCES

Laws and Ordinances: The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work, and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.

PROTECTION OF RESIDENT WORKERS

Protection of Resident Workers: The City of Lewisville actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor and its Subcontractors shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The City reserves the right to audit Contractor's or Subcontractor's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services or manufacturing products under the Contract Documents. The audit will be at the City's expense.

IMMIGRATION REFORM AND CONTROL ACT

Immigration Reform and Control Act (8 U.S.C. §1324a): The City of Lewisville supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The

Contractor shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Contractor and its Subcontractors shall at all times during the term of the contract with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate a contract with the Contractor if the City determines that (a) the Contractor or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Contractor fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Contractor or its Subcontractors fail to timely notify the City of an IRCA violation.

Contractor Name

Authorized Signature

Date

**CITY OF LEWISVILLE
DISCLOSURE OF INTEREST**

Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh (7th) business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated Conflict of Interest Questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. Seller should consult with legal counsel if they have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

INSURANCE REQUIREMENTS
PROFESSIONAL SERVICES PROJECTS/CONSULTANTS

Services for non-construction projects. Consultants or other professionals including Accountants, Attorneys, Veterinarians, and Medical Doctors.

Vendor shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the vendor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Vendor's bid.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable except for professional liability.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.
3. Automobile Liability – as required by the State of Texas, covering all owned, hired, or non-owned vehicles. Automobile Liability is only required if vehicle(s) will be used under this contract. Coverage not required for delivery services.
4. Professional Liability Insurer, and / or Errors and Omissions.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain throughout contract limits not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.
3. Automobile Liability - \$500,000 Combined Single Limit. Limits can only be reduced if approved by the HR Director or designee.
4. Professional Liability and /or Errors and Omissions - \$500,000 per occurrence. \$1,000,000 Aggregate.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages
 - a. The City, its officers, officials, employees, boards/commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. It is understood that the business auto policy under "Who is an Insured" automatically provides liability coverage in favor of the City. The coverage shall include defense of claims against the City as additional insured.
 - b. The vendor's insurance coverage shall be primary and non-contributory insurance as respects the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the vendor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policy shall not affect coverage provided to the City, its officers, officials, employees, Boards and Commissions or volunteers.
 - d. The vendor's insurance shall apply separately to each insured against whose claim is made or suit is brought, except to the limits of the insured's liability.
2. Waiver of Subrogation – All coverages except Professional Liability
Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.
3. Notice of Cancellation - All Coverages

Each insurance policy required by this exhibit shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given the City, or ten (10) days prior written notice for non-payment of premium.

4. Professional Liability and / or Errors and Omissions

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

E. ACCEPTABILITY OF INSURERS

The City prefers that Insurance be placed with insurers with an A.M. Best’s rating of no less than **A-:VI, or, A or better** by Standard and Poors. Professional Liability carriers will need to be approved by the HR Director or designee.

F. VERIFICATION OF COVERAGE

Contractor shall furnish the City with certificates of insurance affecting coverage required. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. City will not accept Memorandums of Insurance or Binders as proof of insurance. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. HOLD HARMLESS AND INDEMNIFICATION

THE CONSULTANT/CONTRACTOR AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY CONSULTANT’S/CONTRACTOR’S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, CONSULTANT/CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE CONSULTANT/CONTRACTOR AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO

THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE CONSULTANT'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

PURCHASE ORDER TERMS & CONDITIONS

Seller and Buyer agree to comply with the following terms and conditions. These Terms and Conditions along with the purchase order shall constitute a contract between the Seller and Buyer upon the Seller issuing an invoice and/or providing any of the goods and services described in the purchase order. In the event of a conflict between these Terms and Conditions and a separate written agreement between the Seller and Buyer, the terms of the separate written agreement shall prevail.

1.SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase order release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

2.SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

3.TITLE AND RISK OF LOSS: The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

4.DELIVERY TERMS AND TRANSPORTATION CHARGES: F.O.B. Inside Delivery, Municipal Facility, Lewisville, Texas, and shall include all delivery and packaging costs. The Buyer assumes no liability for goods delivered in damaged or unacceptable condition. The Seller shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by Seller of damage.

5.NO REPLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.

6.PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in Clause 20, "Modifications", hereof. The terms of this contract are "no arrival, no sale".

7.INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and

transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight weigh bill when applicable, should be attached to the invoice. Mail to: City of Lewisville Accounts Payable, PO Box 299002 Lewisville, Texas 75029-9002. Payments shall be made thirty days after the goods are delivered to the Buyer, or a correct invoice is received, whichever is later. Suppliers should keep the Accounts Payable Office advised of any changes in remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered but unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. Buyer shall furnish tax exemption certificate, if required.

8. GRATUITIES: The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of the City of Lewisville with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

10. WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

11. WARRANTY PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the bid invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern.

12. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense.

13. NO WARRANTY BY BUYER AGAINST INFRINGEMENTS: As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this contract will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two weeks after the signing of this contract. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void except that Buyer will pay Seller the reasonable cost of his search as to infringements.

14. RIGHT OF INSPECTION: Buyer shall have the right to inspect the goods at delivery before accepting them.

15. CANCELLATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.

16. TERMINATION: The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer set forth in Clause 15, herein.

17. 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 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 military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, 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 reasonably within the control of the party claiming such inability.

18. ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

19. WAIVER: No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

20. MODIFICATIONS: This contract may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents. This shall include any change orders.

21. INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this contract, the definition contained in the Code is to control.

22. APPLICABLE LAW: This contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract.

23. ADVERTISING: Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

24. RIGHT TO ASSURANCE: Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

25. VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Denton County, Texas.

26. DISCLOSURE: Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City of Lewisville must complete a

conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code

Seller should consult with legal counsel if you have questions regarding its compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City of Lewisville to comply with the filing requirements of Chapter 176.

27. INDEPENDENT CONTRACTOR: Seller shall be considered an independent contractor and not an agent, servant, employee, or representative of Buyer in the performance of the work. No term or provision herein or act of the Seller shall be construed as changing that status.

28. TERMINATION FOR DEFAULT: Buyer reserves the right to enforce the performance of any Purchase Order in any manner prescribed by law or deemed to be in the best interest of Buyer in the event of breach or default. The Buyer reserves the right to terminate any purchase order and/or agreement with the Seller in the event the Seller fails to: (a) meet delivery schedules, or (b) otherwise perform in accordance with these terms and conditions.

29. PROTESTS: All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code

Post-award protests must be submitted in written form to the City Manager within five (5) working days after award. The protest must include, at a minimum, the name of protester, bid/proposal number or description of goods or services, and a statement of grounds for protest.

30. INDEMNIFICATION: SELLER AGREES TO DEFEND, INDEMNIFY AND HOLD BUYER, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY SELLER'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY SELLER, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS CONTRACT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE

SOLE NEGLIGENCE OR FAULT OF BUYER, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE SELLER AND BUYER, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO BUYER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

31. SEVERABILITY: In case any one or more of the provisions contained in these Terms and Conditions shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these Terms and Conditions shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

32. IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C 1324a): The Buyer supports the Immigration Reform and Control Act (IRCA), which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Seller and its subcontractors shall at all times during the term of the contract with the Buyer comply with the requirements of IRCA and shall notify the Buyer within fifteen (15) working days of receiving notice of a violation of IRCA. The Seller also warrants that it has not had an IRCA violation within the last five (5) years. The Buyer may terminate a contract with the Seller if the Buyer determines that (a) the Seller or its subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years or (b) the Seller or its subcontractors fail to timely notify the Buyer of an IRCA violation.

33. ADA COMPLIANCE: All goods and services provided to the Buyer must be compliant with the Americans with Disabilities Act and any amendments thereto (the "ADA") and all regulations promulgated pursuant to the ADA. Seller will be required to certify compliance, if required under the law or otherwise required by the Buyer.

34. PROTECTION OF RESIDENT WORKERS: The Buyer actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Seller shall establish appropriate procedures and controls so no services under the contract will be performed by any worker who is not legally eligible to perform such services or employment. The Buyer reserves the right to audit Seller's employment records to verify the existence of a completed Employment Eligibility Verification Form (I-9) for every worker performing services under the contract. The audit will be at the Buyer's expense.

35. TEXAS GOVERNMENT CODE CHAPTER 2252. Pursuant to Texas Government Code Chapter 2252, Subchapter F, Consultant affirms, by entering into this Agreement, that it is not

identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.

36. TEXAS GOVERNMENT CODE CHAPTER 2271. Pursuant to Texas Government Code Chapter 2271, Consultant affirms that execution of this Agreement serves as written verification that Consultant: (1) does not boycott Israel, as defined by Texas Government Code Section 808.001; and (2) will not boycott Israel during the term of the Agreement. This section shall not apply if Consultant employs fewer than ten (10) full-time employees, or if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00.

37. TEXAS GOVERNMENT CODE CHAPTER 2274. Pursuant to Texas Government Code Chapter 2274, Consultant verifies the following:

- A. Consultant: (1) does not boycott energy companies, as defined by Texas Government Code Section 809.001; and (2) will not boycott energy companies during the term of this Agreement.
- B. Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, as those terms are defined in that chapter; and (ii) will not discriminate during the term of this Agreement against a firearm entity or firearm trade association.

This section shall not apply if Consultant employs fewer than ten (10) full-time employees, if the funds to be paid wholly or partly from public funds of the City under this Agreement are less than \$100,000.00, or if this Agreement is otherwise exempted from the requirements of Texas Government Code Chapter 2274.

Exhibit A: Lewisville Valley 1

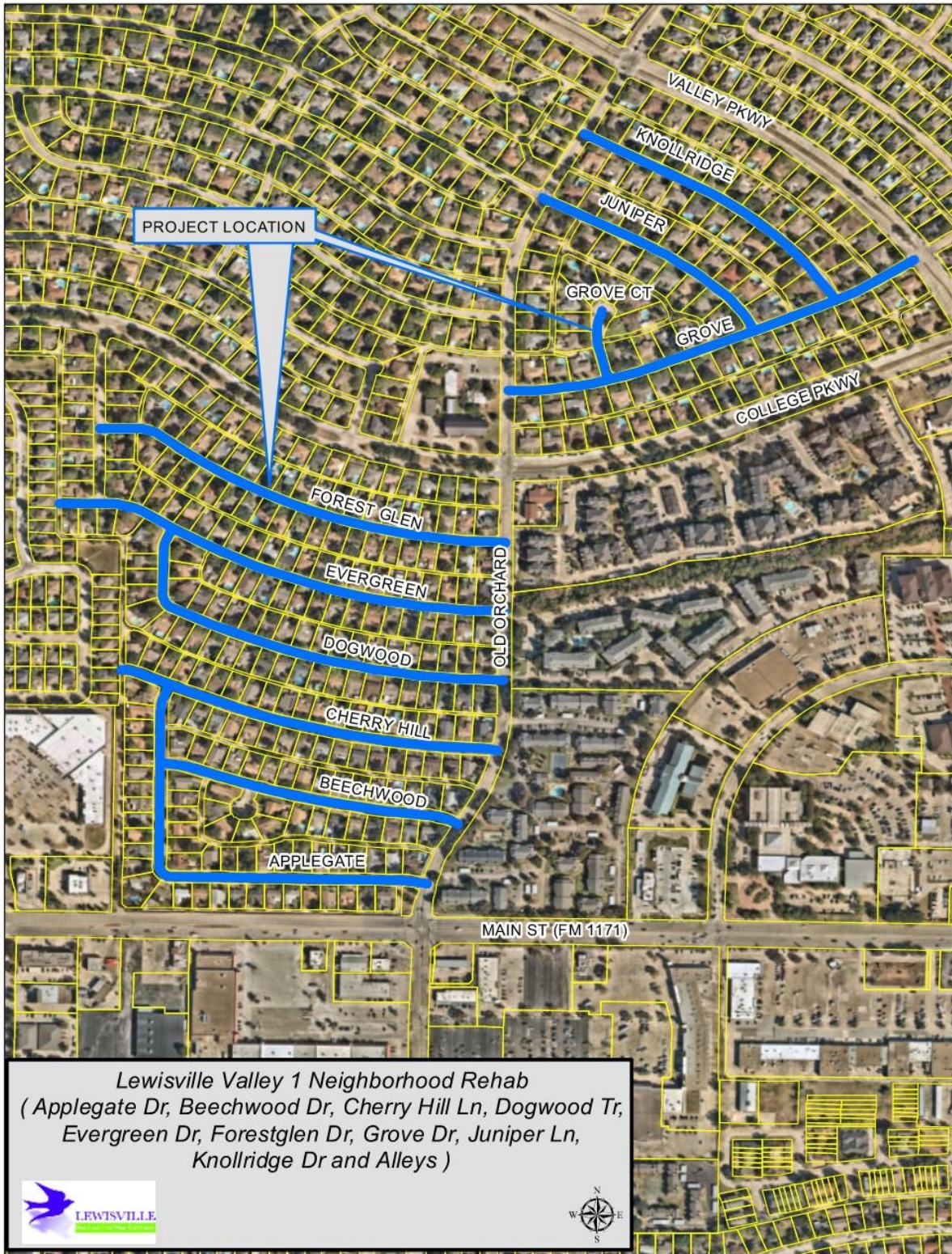
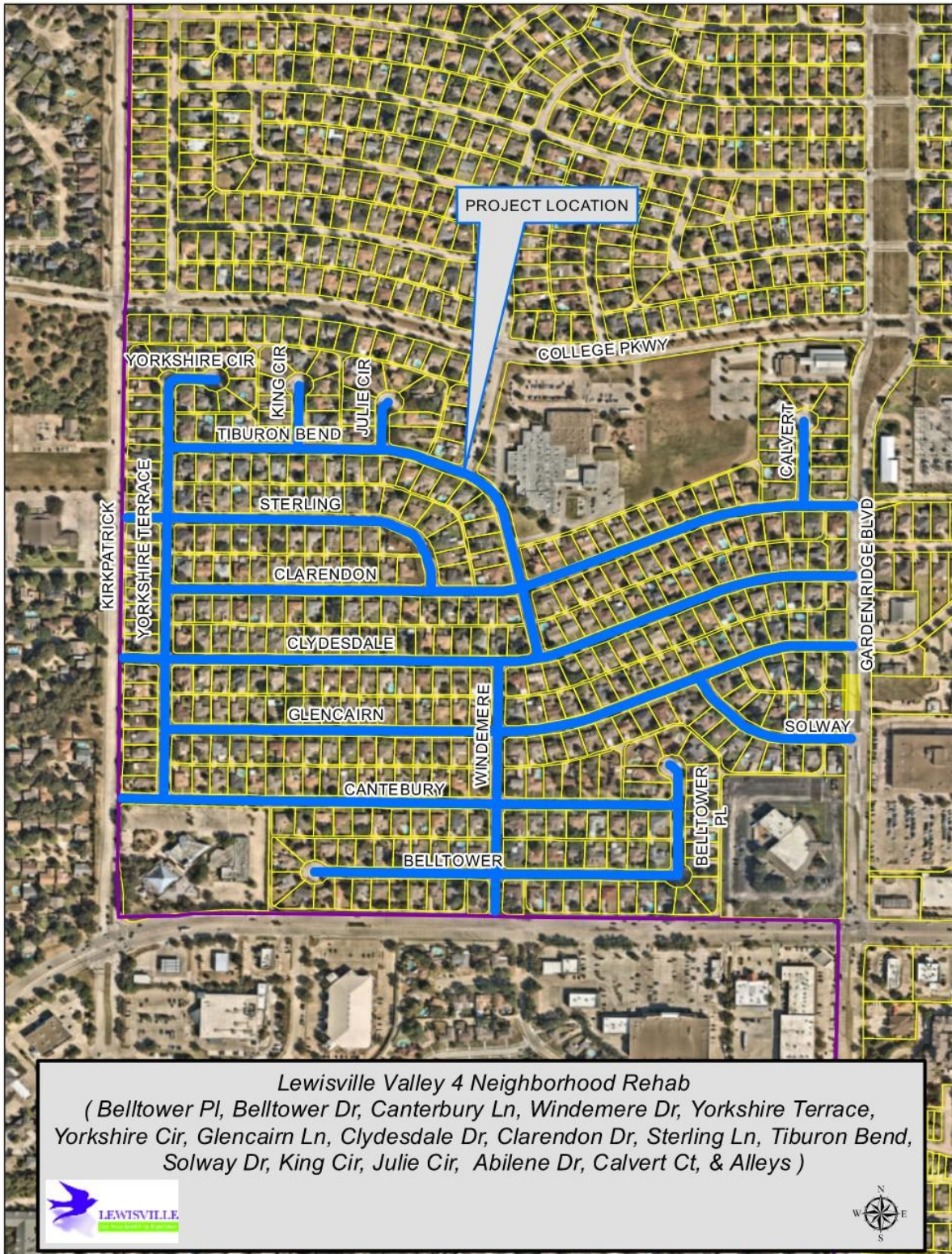


Exhibit A (Cont.): Lewisville Valley 4





City of Lewisville

RFQ #25-84-Q

Consultant for Lewisville Valley 1 & 4 Neighborhood Rehab Project

Addendum No. 1

The above referenced project is amended as follows:

Question: Good afternoon, There was a Purchase Order Terms and Conditions attached to the RFQ, but this does not apply to a professional services contract. Will a Professional Services Agreement (PSA) be provided?

Answer: We have included our purchase order terms and conditions in the solicitation packet because these terms will appear on any purchase order issued by the City as our standard language for all purchases. The City will send a draft contract to the top-ranked proposer for their comments and edits prior to the project being awarded.

Question: For several requirements in the Approach portion, we are asked to respond by referring to "two (2) projects listed in response to 3.12". Can the City verify this is correct and that we are not meant to refer to the representative projects we use for parts 3.6?

Answer: There is a typo in Questions 3.9, 3.10, 3.11, 3.12, and 3.19, which incorrectly refer to Section 3.12. These questions are intended to refer to the past representative projects listed in Section 3.6. The specifications have been revised to correct these errors.

Question: Please clarify that the project examples requested for 3.9 through 3.12 need to match the projects from 3.6.

Answer: That is correct.

Question: Is it required that the City of Lewisville Purchasing Division Additional Terms form (pages 16-17) is signed and submitted in the proposal?

Answer: Yes.



Question: Does the City require that each section and subsection be specifically labeled as indicated (e.g., "Section 1: Respondent's Capabilities and Resources to Undertake the Project," with subsections 3.1, 3.2, etc.), or is it acceptable to organize the response without these explicit section and subsection labels?

Answer: We require that each section and subsection be answered using the corresponding RFQ label.

Question: According to Item 4.3, "Proposals shall be a MAXIMUM of fifty (50) PRINTED PAGES. The cover, table of contents, divider sheets, City of Lewisville RFQ document, and signature page do not count as printed pages." Will a cover letter or resumes count towards our page count?

Answer: Resumes will count toward the 50-page maximum.

Question: Do the 5 projects showcased in section 3.6 need to be completed projects?

Answer: Yes.

Question: Regarding part 4.6 in the General Instruction section of the RFQ, (accepting or rejecting any or all Qualifications)-Can the City please clarify what would be considered a formality or a minor technical inconsistency or provide examples of what has been considered to fall into those categories in the past?

Answer: Section 4.8 refers to formalities and minor technical inconsistencies. If an error in the submission is minor, such as a minor typo or formatting issue, the City may choose to waive the error and still consider the submission. These types of inconsistencies must not impact the fairness or substance of the Qualifications.

Question: In sections 3.9 - 3.12 under RESPONDENT'S APPROACH TO THE PROJECT AND KNOWLEDGE OF BEST PRACTICES, each question asks to list specific examples from two projects listed in response 3.12. Can you please indicate which section 3.12 is and which list of projects that will be pulling from, the list of a maximum of 5 or the maximum of 3 completed projects that have won an award.



Answer: There is a typo in Questions 3.9, 3.10, 3.11, 3.12, and 3.19, which incorrectly refer to Section 3.12. These questions are intended to refer to the past representative projects listed in Section 3.6. The specifications have been revised to correct these errors.

Question: Where should the Signature Page be placed in the SOQ?

Answer: The order does not matter. It is preferred to place it either on top or end of the SOQ.