

# **CITY OF FLORESVILLE, TEXAS**

REQUEST FOR QUALIFICATIONS  
ENGINEERING SERVICES AND DESIGN FOR THE

## **HIKE AND BIKE TRAIL PROJECT RFQ**

(Location: City of Floresville, Texas)

**HIKE AND BIKE PROJECT**

ISSUED BY THE CITY OF FLORESVILLE

PROPOSALS MUST BE SUBMITTED NO LATER THAN:

**6/1/2022 at 3:00 p.m.**

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\*Exhibits are required contract documents to be provided by the proposer selected to design the project.

#### **DEFINITIONS:**

- **CITY** – means the City of Floresville
- **CONSULTANT** – means the firm selected from this RFQ
- **DEPARTMENT** – means City of Floresville
- **PROPOSER** – means a firm submitting a proposal in response to this RFQ

#### **ACRONYMS**

- **AASHTO** – American Association of State Highway Transportation Officials
- **ADA** – American Disabilities Act

- **COS** – City of Floresville
- **DOJ** – Department of Justice
- **DOT** – Department of Transportation
- **FHWA** – Federal Highway Administration
- **NACTO** – National Association of City Transportation Officials
- **NEPA** – National Environmental Policy Act
- **PROWAG** – Public Right-of-Way Accessibility Guidelines
- **PS&E** – Plans, Specifications and Estimates
- **RFQ** – Request for Qualifications
- **Transportation Alternatives Set – Aside (TASA) Program**
- **TDLR** – Texas Department of Licensing and Regulation
- **THC** – Texas Historical Commission
- **TxDOT** – Texas Department of Transportation
- **USDOJ** – United States Department of Justice



## 1. GENERAL INFORMATION

The City of Floresville (City) is soliciting requests for qualifications (RFQ) from qualified engineering firms to provide planning, engineering, surveying, geotechnical, bidding and construction phase services relative to the Hike and Bike Project. This procurement is made under the Texas Department of Transportation Alternatives Set-Aside (TASA) Program.

### 1.A. Background

The City of Floresville has been awarded funding from the Texas Department of Transportation Alternatives Set-Aside Program for the Hike and Bike Project, City of Floresville, Wilson County, Texas. The project improvements are as follows:

- **Construct a concrete shared-use path. Project will include trail lighting, mid-block crossing, and other amenities**
- **Concrete shared-use path in the City of Floresville from Trail Street to Hospital Blvd (HWY 97) as part of the El Camino de Los Tejas National Trail System.**

The effort will also require environmental clearance for the entire length of the project limits.

### 1.B. Quantity

City will select one (1) private firm to provide the engineering and design and related services, including but not limited to professional land and boundary surveying, pavement design/geotechnical engineering and utility engineering. The city may request the applicant to provide land entitlement services for acquisition of right-of-way and environmental studies and reports. Basic phase management services will be required of the Engineer for the PS&E contract. Effort will be related technical matters within the construction documents and plans.

### 1.C. Regulations

All work must be performed in compliance with all applicable city, state, and federal regulations.

### 1.D. Consulting Contracts - Prohibition on Follow on Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

### 1.E. Procuring and Contracting Agency

#### 1.E.1 Point of Contact

City of Floresville issues this Request for Qualifications (RFQ) and is the sole point of contact during the selection process.

### **1.E.2 Contract Administration**

Capital Projects/Engineering for the City of Floresville will administer the contract resulting from this RFQ. The contract administrator is:

### **1.F. Definitions** The following definitions are used in this RFQ :

- “CONSULTANT” - means the firm selected from this RFQ
- “DEPARTMENT” or “CITY” - means the City of Floresville
- “PROPOSER” – means a firm submitting a proposal in response to this RFQ

### **1.G. Clarification of Specifications and Requirements**

If additional information is necessary to assist the Proposer in interpreting these specifications, questions will be via email as follows:

Name: Monica Veliz

Email: citysecretary@floresvilletx.gov

Subject: Hike and Bike RFQ

### **RFQ Timetable (some dates subject to change):**

| <b><u>Event</u></b>                | <b><u>Date</u></b> |
|------------------------------------|--------------------|
| - RFQ Issued                       | 05/18/2022         |
| - <b>WRITTEN PROPOSAL DEADLINE</b> | <b>06/01/2022</b>  |
| - Contract Award (estimate)        | 06/23/2022         |

## **2. PREPARING and SUBMITTING PROPOSAL**

### **2.A. Evaluation and Selection**

Evaluation and selection of a consultant will be based on the information submitted in the proposal, references, and interview(s) process. Proposers should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a proposal. *Elaborate proposals (e.g., expensive artwork) beyond requirements of this RFQ are not necessary or desired.*

### **2.B. Incurring Costs**

City is not liable for any costs incurred by the Proposer in replying to this RFQ.

### **2.C. Submitting the Proposal**

Proposer must submit one (1) original, labeled “ORIGINAL”, plus four (4) copies of proposal to and a digital/electronic copy to the Contract Administrator. All proposals **must** be sealed in one package and have the following information on the outside of the package:

- **Proposer Firm Name and Address**
- **Engineering proposal for “HIKE and BIKE PROJECT”**

**The proposal package must be delivered to:**

**Via USPS**

City Secretary  
City of Floresville  
1141 D street  
Floresville, Texas 78411

**Via Courier/Overnight Delivery**

City Secretary  
City of Floresville  
1141 D street  
Floresville, Texas 78411

Proposals must be received by the City no later than **3:00 p.m. CST on June 1, 2022**. Proposers mailing their proposal must allow sufficient time for delivery of their proposal by the time and date specified. The City will not be responsible for late proposals received after deadline. **Under no circumstances will late proposals be accepted.**

**2.D. Proposal Organization and Format**

Proposal should be submitted on 8.5 by 11-inch paper and bound securely. Proposals must be organized with the following headings. Each heading should be separated by tabs or otherwise clearly marked.

**The RFQ must contain:**

- 1) Proposal Signature Cover Page & Firm Introduction (signed by Firm's Primary Engineer)
- 2) Organizational Qualifications (communication, preferred skills, firms experience)
- 3) Staff Qualifications (minimum skills and experience)
- 4) Technical Specifications (project description, oversight, timeline, deliverables)
- 5) Proposer Data Sheet (ATTACHMENT A)
- 6) Reference Data Sheet (ATTACHMENT B)

**3. PROPOSAL REQUIREMENTS**

Proposer shall respond to the RFQ as follows:

**3.A. Proposal Signature Cover Page & Firm Introduction**

- Provide name and address of the organization
- Business tenure and incorporation background
- Identify a designated contact in your organization with telephone number, fax number and e-mail address.

**3.B. Organizational Qualifications**

**3.B.1 Communication**

- Firm's ability to effectively communication both written and orally with individuals of all technical levels.

**3.B.2 Preferred Skills Qualifications**

- Firm's experience with specify trail, pedestrian mobility and familiarity with TASA projects is preferred but not mandatory.

### **3.B.3 Firm's Experience in the last five (5) years with**

- Federally funded Local government projects of similar size
- TxDOT processes and procedures
- Compliance with TxDOT, FHWA, TDLR, USDOJ, USDOT, AASHTO, NACTO, PROWAG, NEPA
- Right of Way (ROW) acquisitions in accordance with Uniform Act policies/procedure
- Utility coordination and relocation
- Public information presentations, meetings and/or hearings

### **3.C. Staff Qualifications**

Identify specific firm "team members" to be committed to the project. Describe how their experience is related to the following qualifications and indicate what their role(s) in the project will be. Key personnel will need to meet the following qualifications:

#### **3.C.1 Minimum Skill and Experience Qualifications the last five (5) years**

- Design of and construction of public streets and highways, pedestrian, bicycle facilities and hydrologic and hydraulic analysis and design.
- AASHTO Hike and Bike Facilities, Shared Use Trails and NACTO standards
- ADA, PROWAG (TDLR, USDOJ, USDOT) criteria

### **3.D. Technical Specifications**

#### **3.D.1 Project Description and Understanding**

- Illustrate your understanding of the scope of work and related project activities
- Describe involvement with similar projects concerning functional requirements, development, and project planning
- Describe project involvement that included transportation agencies
- Be specific and identify project dates and results
- Demonstrate ability to design an ADA, PROWAG (TDLR, DOJ, DOT) compliant with pedestrian and/or bicycle facilities to meet the requirement of the project. Facility shall conform to AASHTO standards for hike and bike facilities, including dimensions, signage, material, slopes, railings, etc.
- Demonstrate ability to meet with each applicable TxDOT level of management if/when needed in order meet the needs of each office and maintenance district.

#### **3.D.2 Project Oversight**

- Describe ability to communicate with City staff and TxDOT representatives
- Describe availability to provide project oversight after normal business hours if necessary
- Describe internal quality assurance/quality control processes for project deliverables
- Describe ability to provide periodic review of all materials developed

### **3.D.3 Project Schedule/Timeline**

- Describe timeline for each design milestone (30%, 60%, 90% and 100%) and TxDOT Letting procedures
- Include Environmental timelines for all anticipated studies, reports, and procedures
- Provide construction timeline recommendation (experience in aggressive project start up should be noted). Include potential non-joint bid utilities.
- Indicate ability to begin work on the project within thirty (30) days of the contract award
- Describe availability to provide management of design documents during construction phase

### **3.D.4 Project Deliveries**

- Firm's history in completing deliverables on schedule
- Describe project deliverables (proposed designs of 30%, 60%, 90% and 100%)

### **3.E. Proposer Data Sheet**

- ATTACHMENT A (see page 9)

### **3.F. Reference Data Sheet**

- ATTACHMENT B (see page 10)

## **4. PROPOSER SELECTION and AWARD PROCESS**

### **4.A. Proposal Scoring and Selection**

A review panel comprised of City staff will review and rate each written proposal based on the criteria of this RFQ. Top scoring firms will be asked to schedule an interview with the evaluation panel.

Responding to this RFQ constitutes understanding and agreement to the methods of the rating matrix, evaluation, and selection process.

### **4.B. Evaluation Criteria**

Proposals submitted in response to this RFQ will be evaluated based on the following criteria:

#### **Criteria Weight §**

#### **General Quality and Adequacy of Response 15%**

- Completeness and thoroughness
- Understanding the project and AAMPO projects
- Responsiveness to terms and conditions

#### **Organization, Personnel and Experience 45%**



- Qualifications
- Ability of professional personnel
- Past record and experience of firm – Performance data on key projects
- Workload
- Familiarity of with street construction design and construction, including pedestrian and bicycle elements

**Technical Approach (Quality of Package Provided) 40 %**

- Willingness to meet time and budget requirements Approach to problem analysis
- Clarity and organization in concept development
- Quality and quantity of services to be rendered
- Proposed schedule

**MAXIMUM SCORE 100%**

**4.C. Interviews**

Interviews will be conducted subsequent to the receipt and rating of the written proposal by the review panel. Interviews will be held to allow the selected Proposer an opportunity to clarify their proposal. Each proposer selected to interview will be asked the same questions and scored on responses to the questions during the interview. *Interview request refusal will result in rejection of Proposer's proposal irrespective of scoring.*

**4.D. Proposer Selection and Award**

Proposer selection and award will be granted based on the recommendation by the review panel following the interview process.

**4.E. Right to Reject Proposal and Negotiate Contract Terms**

The City reserves the right to reject any and all proposals. The City reserves the right to negotiate the terms of the contract, including reimbursement rates with the selected Consultant prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, the City may negotiate a contract with the next highest scoring Proposer and so on until an agreement is reached.

**4.F. Contract Term**

Length of Consultant contract is estimated as follows:

- § Engineering and Design 30 months
- § Acquisition Process. 15 months
- § Construction. 30 months

The contract may be extended no more than four (4) times for periods of six (6) months each. Proposers may vary from these guidelines by no more than thirty (30%) percent.

#### **4.G. Expenses**

Covered expenses will be paid on a reimbursement basis in accordance with the RFQ.

#### **4.H. Insurance**

Prior to beginning work, the successful Consultant shall have on file with the City of Floresville a Certificate of Liability Insurance form covering worker's compensation, commercial general liability, and business auto, listing the City as an additional insured. See Exhibit \_\_\_\_.

### **5. CITY RESPONSIBILITIES**

- a) Provide guidance and coordination
- b) Provide utility record drawings
- c) Provide available archeological archive information
- d) Provide other archive information as needed and/or available

### **6. CONSULTANT RESPONSIBILITIES**

- a) Federal and State unemployment insurance coverage
- b) Standard worker's compensation insurance coverage
- c) Compliance with all Federal and State tax laws and withholding requirements
- d) Duration of contract period provide:
  - Periodic consultation with City staff
  - Periodic review of all design materials developed
  - Project plan and schedule
  - Status reports
  - Schedule project meetings with City staff (to include public meetings outside of normal business hours)
  - Environmental study and environmental clearance as required by TxDOT
  - Surveying and Topography
  - Geotechnical investigation and pavement structure recommendation
  - PS & E (including misc. specs)
  - Construction bid process (advertisement, contracts documents, spec books, etc.)
  - Review and approve submittals.
  - Construction management and progress monitoring
  - Final punch list
  - Provide record "as-builts" in both paper, electronic and CAD formats

### **7. CONSULTANT PERSONNEL REPLACEMENT**

- a) Replacement of selected consultant personnel shall require the approval of the City.
- b) Replacement personnel shall have comparable qualifications and be provided at the contracted rate.
- c) Any request by the consultant to replace a team member shall be done in writing to the City. A resume for the proposed replacement must be submitted to the City for review. The City may reject the proposed replacement if qualifications and/or reference(s) of past working performance are deemed questionable or unfavorable

d) If the City determines the selected consultant is unable to perform satisfactorily or communicate effectively, the City may, at its discretion, remove consultant immediately from the contact.

e) If the consultant is removed and the City did not initiate the request, the firm has five (5) working days to provide a replacement. There shall be no charge to the City for the first five (5) working days of the replacement.

#### **8. WORK HOURS and LOCATION**

a) Services shall be provided during normal business hours unless otherwise approved and coordinated with the City.

b) Normal business hours are Monday through Friday from 8:00 am through 5:00 pm excluding holidays.

c) Consultant may be required to work on weekends, evenings and holidays. The City will not pay an overtime rate for this service. All hours shall be billed at the hourly rate quoted.

#### **9. STANDARD CONTRACT, CONDITIONS and REQUIREMENTS**

The successful Proposer and the City will enter into a contract for the services described in this RFQ. Failure of the successful Proposer to accept the obligations of a contractual agreement may result in a cancellation of award.



## PROPOSER DATA SHEET ATTACHMENT A

**FIRM NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_

**FEDERAL EMPLOYER IDENTIFICATION NUMBER: OR SOCIAL SECURITY NUMBER**

(if sole proprietorship):

**CORPORATION:** ☐ YES ☐ NO

**PROPOSAL CONTACT PERSON:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**MAILING ADDRESS WHERE REIMBURSEMENTS ARE TO BE MAILED AND NAME OF BILLING CONTACT:**

**NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **PHONE:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**IS THE FIRM SUBMITTING THIS PROPOSAL AN INDIVIDUAL?** ☐ YES ☐ NO

**IF YES, HAS THE INDIVIDUAL BEEN EMPLOYED BY A STATE AGENCY AT ANY TIME DURING THE PAST TWO (2) YEARS?** ☐ YES ☐ NO

**IF YES, IN COMPLIANCE WITH TEXAS GOVERNMENT CODE 2254.033, PLEASE ATTACH A SEPARATE SHEET TO EXPLAIN:**

- The nature of the previous employment with the State - The date the employment terminated
- The annual rate of compensation for the employment at the time of termination

## REFERENCE DATA SHEET ATTACHMENT B

(Reproduce sheet as necessary)

**PROVIDE AT LEAST THREE REFERENCES** (references should include):

- Client Name
- Location (city, state) - Contact Person - Telephone Number
- Information on contracted services similar to this RFQ

**CLIENT NAME:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_ **PROJECT NAME:** \_\_\_\_\_

**PROJECT START DATE:** \_\_\_\_\_ **PROJECT END DATE:** \_\_\_\_\_

**SUMMARY OF CONTRACTED SERVICES** (include project involvement, principal firm, multi-firm collaboration, sub-consultant(s):

**PROJECT SUMMARY FOR PROPOSED HIKE AND BIKE TRAIL PROJECT   and**  
**ESTIMATED CONSTRUCTION COST (condensed application)**  
**ATTACHMENT C**

|       |             |               |   |
|-------|-------------|---------------|---|
| CSJ # | 0915-14-048 | Project Name: | Floresville Hike and Bike Shared Use Path |
|-------|-------------|---------------|---|

**ATTACHMENT C**  
**PROJECT ESTIMATE AND SOURCE OF FUNDS**  
 LG Performs PE Work or Hires Consultant / State Lets Project for Construction

| Work Performed by Local Government ("LG")                                      |                             |   |                                 |                                   |      |                                |           |  |           |
|--|-----------------------------|---|---------------------------------|-----------------------------------|------|--------------------------------|-----------|--|-----------|
| Description of Project Costs to be Incurred                                    | Total Project Cost Estimate | Federal Participation   |                                 | State Participation               |      | Local Government Participation |           |  |           |
|  |                             | Includes percentage for TDC apportionment on MPO-selected projects where applicable | Includes authorized EDC amounts | Includes authorized EDC reduction |      |                                |           |  |           |
|  |                             | %   | Cost                            | %                                 | Cost | %                              | Cost      |  |           |
| Planning/Maps/Education/Non-CST  | \$0                         | 0%  | \$0                             | 0%                                | \$0  | 0%                             | \$0       |  | \$0       |
| Preliminary Engineering  | \$181,000                   | 80%   | \$144,800                       | 0%                                | \$0  | 20%                            | \$36,200  |  | \$36,200  |
| Environmental Cost   | \$0                         | 0%  | \$0                             | 0%                                | \$0  | 0%                             | \$0       |  | \$0       |
| Right of Way   | \$0                         | 0%  | \$0                             | 0%                                | \$0  | 0%                             | \$0       |  | \$0       |
| Utilities  | \$0                         | 0%  | \$0                             | 0%                                | \$0  | 0%                             | \$0       |  | \$0       |
| Construction Cost  | \$                          |   |                                 |                                   |      |                                |           |  |           |
| Eligible In-Kind Contribution Value  | \$                          |   |                                 |                                   |      |                                |           |  |           |
| Total Construction Value (sum of construction cost and in-kind value)          | \$0                         | 0%  | \$0                             | 0%                                | \$0  | 0%                             | \$0       |  | \$0       |
| Work by LG Subtotal  | \$181,000                   |   | \$144,800                       |                                   | \$0  |                                | \$36,200  |  | \$36,200  |
| Work Performed by the State (Local Participation paid up front by LG to TxDOT) |                             |   |                                 |                                   |      |                                |           |  |           |
| Preliminary Engineering <sup>1</sup>   | \$0                         | 0%  | \$0                             | 0%                                | \$0  | 0%                             | \$0       |  | \$0       |
| Environmental Cost <sup>1</sup>  | \$0                         | 0%  | \$0                             | 0%                                | \$0  | 0%                             | \$0       |  | \$0       |
| Right of Way <sup>3</sup>  | \$0                         | 0%  | \$0                             | 0%                                | \$0  | 0%                             | \$0       |  | \$0       |
| Utilities <sup>2</sup>   | \$0                         | 0%  | \$0                             | 0%                                | \$0  | 0%                             | \$0       |  | \$0       |
| Construction Cost <sup>2</sup>   | \$                          |   |                                 |                                   |      |                                |           |  |           |
| Eligible In-Kind Contribution Value  | \$                          |   |                                 |                                   |      |                                |           |  |           |
| Total Construction Value (sum of construction cost and in-kind value)          | \$850,322                   | 80%   | \$680,258                       | 0%                                | \$0  | 20%                            | \$170,064 |  | \$170,064 |
| Work by State Subtotal   | \$850,322                   |   | \$680,258                       |                                   | \$0  |                                | \$170,064 |  | \$170,064 |

|       |             |               |   |
|-------|-------------|---------------|---|
| CSJ # | 0915-14-048 | Project Name: | Floresville Hike and Bike Shared Use Path |
|-------|-------------|---------------|---|

| Direct and Indirect State Costs Incurred for Review, Inspection, Administration & Oversight |                             |   |                  |                                |                 |  |
|---|-----------------------------|---|------------------|--------------------------------|-----------------|--|
| Description of Project Costs to be Incurred   | Total Project Cost Estimate | Federal Participation   |                  | State Participation            |                 | Local Government (LG) Participation<br>Includes authorized EDC reduction |
|   |                             | Includes percentage for TDC apportionment on MPO-selected projects where applicable |                  | Includes authorized EDC amount |                 |  |
|   |                             | %   | Cost             | %                              | Cost            | %  |
| Preliminary Engineering <sup>1</sup>  | \$19,132                    | 80%   | \$15,306         | 0%                             | \$0             | 20%  |
| Environmental Cost <sup>1</sup>   | \$12,755                    | 80%   | \$10,204         | 0%                             | \$0             | 20%  |
| Right of Way <sup>1</sup>   | \$3,826                     | 80%   | \$3,061          | 0%                             | \$0             | 20%  |
| Utilities <sup>1</sup>  | \$2,551                     | 80%   | \$2,041          | 0%                             | \$0             | 20%  |
| Construction <sup>2</sup>   | \$89,284                    | 80%   | \$71,426         | 0%                             | \$0             | 20%  |
| Direct State Costs Subtotal   | \$127,548                   | 80%   | \$102,038        | 0%                             | \$0             | 20%  |
| Indirect State Cost   | \$38,435                    |   | \$0              | 100%                           | \$38,435        |  |
| <b>TOTAL PARTICIPATION</b>  | <b>\$1,197,305</b>          |   | <b>\$927,096</b> |                                | <b>\$38,435</b> | <b>\$231,774</b>   |
| In-kind Contribution Credit Applied   |                             |   |                  |                                |                 | 0%   |
| <b>TOTAL REMAINING PARTICIPATION AFTER IN-KIND CONTRIBUTION</b>                             |                             |   |                  |                                |                 | <b>\$231,774</b>   |

- The estimated total participation by Local Government is \$231,774, plus 100% of overruns.
- Total estimated payment by Local Government to State is \$195,574.
- <sup>1</sup>Local Government's first payment of \$7,653 is due to State within 30 days from execution of this contract.
- <sup>2</sup> Local Government's second payment of \$187,921 is due to State within 60 days prior to the Construction contract being advertised for bids.
- <sup>3</sup>If ROW is to be acquired by State, Local Government's share of property cost will be due prior to acquisition.
- The local match must be 20% or greater and may include eligible in-kind contributions, EDC adjustments, or TDCs if authorized as part of project selection.
- This is an estimate; the final amount of Local Government participation will be based on actual costs.
- Maximum federal TASA funds available for Project are \$927,096.

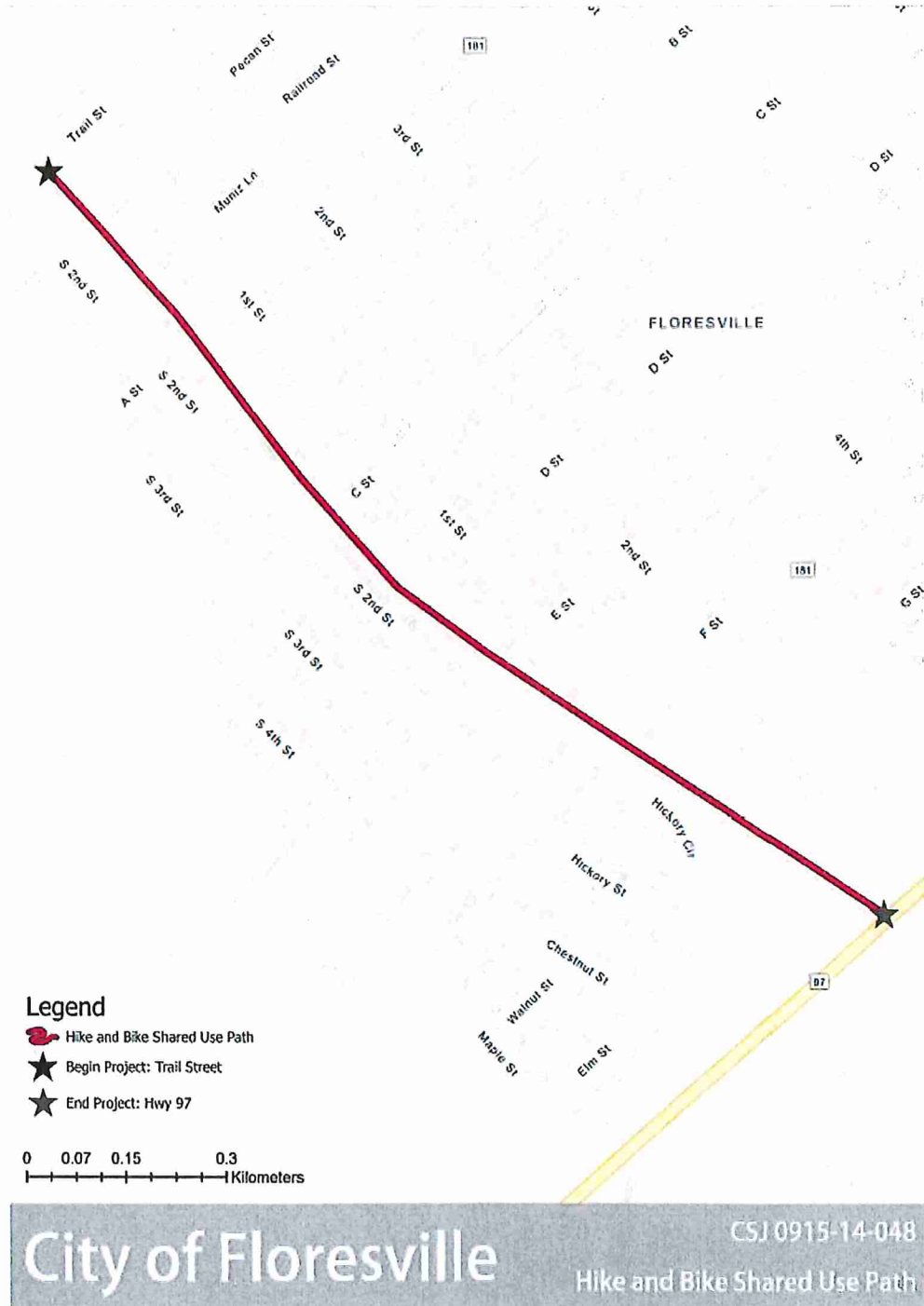
**MAP**

**ATTACHMENT D**



|                 |   |   |                                   |
|-----------------|---|---|-----------------------------------|
| TxDOT:          |   | Federal Highway Administration:         |                                   |
| CSJ #           | 0915-14-048                               | CFDA No.                                | 20.205                            |
| District #      | SAT (15)                                  | CFDA Title                              | Highway Planning and Construction |
| Code Chart 64 # | 14650                                     |   |                                   |
| Project Name    | Floresville Hike and Bike Shared Use Path | AFA Not Used For Research & Development |                                   |

## ATTACHMENT B PROJECT LOCATION MAP



## INSURANCE REQUIREMENTS AND INDEMNITY EXHIBIT A

The Vendor will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Vendor or its agents, subcontractors, or employees. Before commencing the work, the Vendor will furnish to the City an original certificate or certificates in a form satisfactory to the City, showing that Vendor has complied with this paragraph.

The Vendor shall not cause any insurance policy to be cancelled or permit it to lapse, and all insurance policies shall include an endorsement to the effect that the insurance policy shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City of Floresville, ATTN: Director of Finance, 1141 D street, Floresville, TX 78411. The notice shall state the date when such cancellation or reduction shall be effective. The cancellation date shall not be less than thirty (30) days after such notice.

**Commercial general liability insurance will be written with the City as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City.** The types and amounts of insurance required are set forth below:

### TYPE/AMOUNTS

1. Workers Compensation  
Statutory
2. Commercial General Liability Insurance to include \$1,000,000 combined single limits

Coverage for the following:

- A. Premises/Operations
- B. Independent /contractors
- C. Products/completed Operations
- D. Personal Injury
- E. Contractual Liability
- F. Professional Liability (when applicable)

3. Business Automobile Liability  
Combined Single Limit for Bodily Injury

- G. Owned/Leased vehicles  
per
- And Property Damage of \$500,000  
Occurrence

- H. Non-owned vehicles
- I. Hired Vehicles

4. Errors and Omissions (when applicable).  
Willful or negligent acts or omissions of

Provide a prudent amount of coverage for

thereof

Any officers employees or agents

The stated limits of insurance are minimum only. They do not limit the Vendor's indemnity obligation, and it will be the Vendor's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits.



The City's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Vendor from compliance with these requirements.

The Vendor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts errors or omissions of the Vendor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Vendor or its agents or employees. This obligation by the Vendor will not be limited by reason of the specification of any particular insurance coverage required under this Agreement.

## **ASSURANCES EXHIBIT B**

In administering a contract with the City, the Proposer assures and certifies that:

### **I. COMPLIANCE WITH REGULATIONS**

The Contactor shall comply with all Regulations relative to federally assisted programs of the U.S. Department of Transportation (hereinafter referred to as DOT), as they may be amended from time to time (hereinafter referred to as Regulations).

### **II. EQUAL EMPLOYMENT OPPORTUNITY/BASIC REQUIREMENTS**

In accordance with 41 CFR 60, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment with regard to their race, color, religion, sex, age, disability or national origin. Such action shall include, but not be limited to, the following: termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **III. DISADVANTAGE BUSINESS ENTERPRISE**

It is the policy of the U.S. Department of Transportation (DOT) that DBEs as defined in 49 CFR, Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts finance in whole or in part with Federal funds and that a maximum feasible portion of the DOT's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirement of 49 CFR, Part 26, apply to this contract as follows:

The provider will offer DBEs as defined in 49 CFR, Part 26, Subpart A, the opportunity to compete fairly for contracts as subcontracts finance in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the H-3 Form & H-5 Federal Subprovider & Supplier Information. Payments to DBEs reported on H-3 are subject to the following requirements.

### **DETERMINATION OF DBE PARTICIPATION**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibility by actually performing, managing, and supervising the work involved. To perform commercially useful function, the DBE must be responsible, with respect to material and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the DOT's contract number or project number may be required to substantiate the payment, as deemed necessary by DOT.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by DOT or other such remedy as DOT deems appropriate.

#### **IV. TITLE CIVIL RIGHTS**

During the performance of this contract, the consultant, for itself, its assignees, and successors in interest, agrees as follows:

**A. Compliance with Regulations.** The consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "DOT") Title 49, Part 21, and title 23, Code of Federal Regulations, Part 710.405 (b) as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of these assurances.

**B. Nondiscrimination.** The consultant, with regard to work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitation of Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by the consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, disability, or national origin.

**D. Information and Reports.** The consultant shall provide all information and reports required by the Regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, the State of Texas (hereinafter referred to as the State), or DOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails

or refuses to furnish this information, the consultant shall so certify to the City, State or DOT, as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it, the State or DOT may determine as appropriate, including, but not limited to:

1. Withholding of payments to the consultant under the contract until the consultant complies, and/or,
2. Cancellation, termination or suspension of the contract in whole or in part.

**F. Incorporation of Provisions.** The consultant shall include all the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The consultant shall take such action with respect to any subcontract or procurement as the City, State or DOT may direct as a means of enforcing such provision including sanctions for noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City to enter into such litigation to protect the interest of the City, and in addition, the consultant may request the services of the Attorney General in such litigation to protect the interests of the United States.

## **V. INTERESTS OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

In accordance with 18 U.S.C. Sec. 431, no member of, or delegates to, the Congress of the United States shall be permitted to a share or part of this contract or to any benefit arising there from.

## **VI. PROHIBITED INTERESTS**

No employee, officer, or agent of the grantee shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

1. The employee, officer or agent;
2. Any member of his/her immediate family;
3. His/her partner; or
4. An organization which employs or is about to employ has financial or other interest in the firm selected for award.

The grantee's officer, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from consultants, potential consultants, or parties of sub-agreements.

## **VII. DEBARRED BIDDERS**

The consultant, including any of its officers or holder of a controlling interest, is obligated to inform the City whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the consultant be included on such a list during the performance of this project, shall so inform the City.

**A.** The PROVIDER certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a state or federal transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a state or federal governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more state or federal transactions terminated for cause or default.
5. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

**B.** Where the PROVIDER is unable to certify to any of the statements in this certification such PROVIDER shall attach an explanation to this certification

#### **VIII. CONSERVATION**

Contractor shall recognize the mandatory standards and policies relating to energy efficiency which are contained in the State of Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq).

#### **IX. PROGRAM FRAUD AND CIVIL REMEDIES**

This contract is subject to Title 49 of Part 31 of the Regulations.

#### **X. DRUG-FREE WORKPLACE ACT**

The contractor certifies that in complies with the Drug-Free Workplace Act requirements through signing the attached certification, which is incorporated by reference hereto as Exhibit "A.1".

#### **XI. INSURANCE**

The Contractor shall provide continuous enforcement of adequate insurance issued by companies authorize to conduct business in the State of Texas covering all employees of the contractor. The contractor shall keep in full force and effect during the term of this contract insurance in the following types and amounts:

##### **TYPE AMOUNT**

|                      |                          |
|----------------------|--------------------------|
| General Liability:   | \$1,000,000              |
| Bodily Injury        | (combined single limit)  |
| Property Damage      |                          |
| Auto Liability       | \$500,000                |
| Workers Compensation | \$100,000/per occurrence |

All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form, content, form of protection, and insurance company. The contractor shall furnish to the City Manager, for the city files, certificates, or copies of the policies, plainly and clearly evidencing such insurance, with exclusion, exception, or limitations prior to the execution of this contract by all parties. The consultant will be able to provide the Texas Department of Transportation (TxDOT) Insurance Certificate, Form 20.102.

## **XII. RESTRICTION ON LOBBYING**

Contractor shall certify that no federal appropriated funds have been or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, or Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall completed and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instruction.

The undersigned shall require that the language of this certification be included in the award documents for all documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and discloses accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into

## **XIII. CHILD SUPPORT STATEMENT**

Section 231.006 (a), Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials, or services; or receive at state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearages have been paid; or the obligor is in compliance with written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A or D of Title IV of the federal Social Security Act (42 U.S.C. Sections 601 et seq. and 651 et seq.)



The Contractor certifies that in complies with the section 231.006, Family Code requirements through signing the attached certification, which is incorporated by reference hereto as Exhibit "A.2".

#### **XIV. INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend City, its officers, and employees, from and against all liability any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses including court costs and attorney's fees and other reasonable costs arising out of or resulting from the intentional acts or negligence of the Contractor, its officers, agents, or employees. Where any claim, liability, or damage is the result of the joint negligence or willful misconduct of the City and Contractor, Contractor's duty of indemnification shall be in proportion to its allowable share of joint negligence or willful misconduct.

#### **XV. AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funding directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

#### **XVI. REIMBURSEMENT OF ELIGIBLE COSTS**

To be eligible for reimbursement, the Engineer's cost must comply with cost principles set forth at 48 CFR, Part 31, Federal Acquisition Regulations (FAR 31).

#### **XVII. INSPECTION OF WORK**

**A. Review of Rights.** The State and the U.S. Department of Transportation (DOT), when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

**B. Reasonable Access.** If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the state or federal representation in the performance of their duties.

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Signature

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Date

---

Typed Name

---

Title

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ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name



## **DRUG FREE WORKPLACE CERTIFICATION**

## **EXHIBIT C**

The PROPOSER certifies that it will provide a drug-free workplace by:

**A.** Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing, or using a controlled substance in the Proposer's workplace is prohibited and specifying the action that will be taken against employee for violation of such prohibition.

**B.** Establishing a drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Proposer's policy of maintaining a drug-free workplace.
3. Any drug counseling, rehabilitation, and employee assistance programs that are available; and
4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

**C.** Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).

**D.** Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:

1. Abide by the terms of the statement; and
2. Notify the employer of any criminal drug statue conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.

**E.** Notify the City of Floresville within ten (10) days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction.

**F.** Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (d)(2), with respect to any employee so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or.
2. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposed by Federal, State, or local health, law enforcement, or other appropriate agency.

**G.** Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

The Proposer's headquarters is located at the following address. The addresses of all other workplaces maintained by the Contractor are provided on an accompanying list.

**Name of Proposer:** \_\_\_\_\_

**Street Address: City:** \_\_\_\_\_

**County: State:** \_\_\_\_\_

**Zip Code:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**Print Name** \_\_\_\_\_

**Date** \_\_\_\_\_

### **CHILD SUPPORT STATEMENT EXHIBIT D**

Under section 231.006, Family Code, the vendor, or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated, and payment may be withheld if this certification is inaccurate.

List below the names and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership of interest of at least 25% of the business entity submitted the bid or application.

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Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A or D of Title IV of the federal Social Security Act (42 U.S.C. Sections 601 et seq and 651 et seq)

## PROGRESS ASSESSMENT FORM EXHIBIT E

Monitoring System for Federally Funded Contracts

Progress Assessment Report for the month of (Mo./Yr.) \_\_\_\_\_/\_\_\_\_\_

Contract #: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_

Date of Execution: \_\_\_\_\_ Approved Supplemental Agreements: \_\_\_\_\_

Prime Provider: \_\_\_\_\_ Total Contract Amount: \_\_\_\_\_

Work Authorization No. \_\_\_\_\_ Work Authorization Amount: \_\_\_\_\_

**If no subproviders are used on this contract, please indicate by placing "N/A" on the 1st line under Subproviders**

| DBE | All Subproviders | Category of Work | Total SP Amount | %Total of Contract | Paid this Period Amount | Paid to Date Amount | Subcontracts Remaining |
|-----|------------------|------------------|-----------------|--------------------|-------------------------|---------------------|------------------------|
|     |                  |                  |                 |                    |                         |                     |                        |
|     |                  |                  |                 |                    |                         |                     |                        |
|     |                  |                  |                 |                    |                         |                     |                        |
|     |                  |                  |                 |                    |                         |                     |                        |

Fill out Progress Assessment Report with each estimate/invoice submitted, for all subcontracts, and forward one (1) Copy with Invoice to:

INFORMATION IS NEEDED

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Company Official \_\_\_\_\_

DBE Liaison Officer \_\_\_\_\_

Email \_\_\_\_\_ Phone \_\_\_\_\_

Fax \_\_\_\_\_

**FEDERAL SUBPROVIDER and SUPPLIER INFORMATION EXHIBIT F**

**Federal Subprovider and Supplier Information**

The Provider shall indicate below the name, address, and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed

| Name | Address | Phone Number |
|------|---------|--------------|
|      |         |              |
|      |         |              |
|      |         |              |
|      |         |              |

The information must be provided and returned with the contract.

|              |        |         |
|--------------|--------|---------|
| _____        | _____  |         |
| Signature    | Date   |         |
| _____        | _____  | _____   |
| Printed Name | Email. | Phone # |

**CERTIFICATE OF INTERESTED PARTIES EXHIBIT G**  
**FORM 1295**

|  |                 |   |                              |
|--|-----------------|---|------------------------------|
|  | OFFICE USE ONLY |   |                              |
| Complete No. 1-4 and 6, if there are interested parties. Complete No's. 1,2,3 5 and 6  |                 |   |                              |
| 1. Name of business entity filling form and the city, state, and country of the business entity place of business.   |                 |   |                              |
| 2. Name of government entity or state agency that is party to the contract of which the form is being filled.  |                 |   |                              |
| 3. Prove the identification number used by the governmental entity or state agency to track or identify the contract and provide a description of the goods or |                 |   |                              |
| 4. Name of Interested Party  |                 | City, State, Country<br>(Place on business) | Nature of Interest<br>(Check |
| 5. Check only if there is NO interested party.   |                 |   |                              |
| 6. AFFIDAVIT<br>I swear or affirm, under penalty of perjury, that the above disclosure is true and correct.  |                 |   |                              |

## CONFLICT OF INTEREST QUESTIONNAIRE (CIQ)

For vendor doing business with local government entity

### EXHIBIT H

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

This questionnaire is being filled in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.00(1. a.) with local government entity and the vendor meet requirements under Section 176.006(a)

By law this questionnaire must be filled with records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of facts that

|  |                   |
|--|-------------------|
| 1. Name of vendor who has a business relation with local government entity.  |                   |
| 2. Check this box if you are filling an update to a previously filed questionnaire. (The law requires that you file an update completed questionnaire with the appropriate filing authority no later than the 7th business day after the date on which you become aware that the   |                   |
| 3. Name of local government officer about whom the information is being disclosed.   |                   |
| 4. Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(A). Also describe any family and relationship with the local government officer. Complete sub parts A and B for each employment or business relationship described. Attached additional pages to this Form CIQ as necessary. |                   |
| A. Is the local government officer, or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?  | Yes [ ]<br>No [ ] |
| B. Is the vendor receiving or likely to receive taxable income, other  |                   |
| 5. Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or owner business entity with respect to which the local government officer serves as an officer or director or holds an ownership interest of one percent or more.   |                   |

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

|  |
|--|
|  |
|--|



**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/ Docs/LG/htm/LG176.htm>. For easy reference, below are some of the sections cited on this form.

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

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

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

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

(2) the vendor

(A) has an employment or other business relationship with the local government officer or a family member or officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer become aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given local government officer of the local government entity, or a family member of the office, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003 (a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filled with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another wiring related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer; or a family member of the officer, described by Subsection (a).

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family member relationship with a local government officer.