



REQUEST FOR QUALIFICATIONS

ARCHITECTURAL SERVICES FOR PROGRAMMING AND MASTER PLANNING OF THE JIMMY BURKE ACTIVITY CENTER AND SURROUNDING AREA

**500 W. Thirteenth St.
Deer Park, TX 77536**

**Prepared by
City of Deer Park
Parks and Recreation Department**

REQUEST FOR STATEMENTS OF QUALIFICATIONS

Sealed Statements of Qualifications addressed to the City Secretary of the City of Deer Park, Harris County, Texas will be received at the Deer Park City Hall, 710 E San Augustine St., Deer Park, Texas until **2:00 p.m. (CDST), Wednesday, May 29, 2019, for professional architectural services relative to the programming and master planning of the Jimmy Burke Activity Center and surrounding area for the City of Deer Park.** Any Statement received after closing time will be returned unopened.

Statements should be submitted to the Office of the City Secretary, City of Deer Park, 710 E San Augustine, Deer Park, Texas 77536, in an envelope no smaller than 8 ½" x 11" and clearly marked in the lower left hand corner:

REQUEST FOR QUALIFICATIONS

Jimmy Burke Activity Center

May 29, 2019

The City of Deer Park reserves the right to reject any and all qualification statements, and to waive informalities. The City Council's decision will be final.

Charlie Sandberg
Director of Parks and
Recreation
City of Deer Park, Texas

**ARCHITECTURAL SERVICES FOR PROGRAMING AND MASTER
PLANNING OF THE JIMMY BURKE ACTIVITY CENTER AND
SURROUNDING AREA**

• **GENERAL INFORMATION**

1. Introduction

The City of Deer Park (City) requires Architectural Services for the development of a master plan for the property where the current Jimmy Burke Activity Center currently sits and to include the design of a new multi-use activity Center. This procurement is made per the Texas Professional Services Procurement Act.

2. Background

The city is considering constructing a new activity center and is seeking a firm to master plan the area within the boundary depicted on the attached Exhibit 1. The firm will be tasked with programming the interior of the new facility and developing a master plan depicting the location of the new facility while maintaining synergy with the existing building and overall site. Traffic flow, parking and infrastructure improvements are critical components of this project.

The existing Jimmy Burke Activity Center is located at 500 W. Thirteenth St. in Deer Park, TX. The facility is 25,000 sq. ft. and is utilized for a variety of events. The facility consists a kitchen area, 2 sets of men's and women's restrooms, several storage areas, a roll up door in loading area and is divided in half by a permanent interior wall. The building shares a 45 acre property with several additional City facilities that include Minchen Athletic Complex, Girls Softball Complex, and Ella and Friends Dog Park. A pipeline corridor dissects a portion of the project site. Parking lots are located on the West and East side of the Jimmy Burke Activity Center and on the South side of the Girls Softball Complex.

3. Objectives

The City envisions a new Activity Center to accommodate increasing service demands. In addition, the City would like to see the surrounding area master planned to incorporate the Jimmy Burke Activity to best utilize the city owned property.

The selected architectural firm will initially be charged with:

- identify facility space and functionality needs in keeping with industry standards, State of Texas and other legal requirements and the unique needs of Deer Park;
- Determine the facility size based on population projections and facility usage to accommodate for current and future needs.
- Provide preliminary conceptual plans and opinion of probable construction cost with each plan.
- Provide an overall master plan that utilizes the facilities future footprint and redesign in a way that provides synergy throughout the city owned property. Please refer to map in "Exhibit 1".

4. Scope of Services

The selected firm(s) shall have experience in the programming and master planning facilities of similar size and composition as the projects listed above. It is expected that the qualified firm(s) will have a sufficient level of innovation and design expertise. The committee will pay particular attention to the proposed design team and their recent experience working together as a cohesive group on projects of similar size and scope. It is expected the qualified firm(s) should have sufficient experienced staff and a workload free from constraints to produce services in a timely manner.

The following services will be required:

- The selected firm will be tasked with developing a master plan of the ±45 acre tract to include a new activity center, existing Jimmy Burke Activity Center, Ella and Friends Dog Park, Minchen Athletic Complex, Girls Softball Complex and surrounding green space in a manner that is in the best interests and use of City property (See attached Exhibit 1).
- Comprehensive master plan programming to include information on facilities, land usage, parking, existing and new infrastructure, landscaping, etc. In addition, programming will determine current and future needs for space, storage, staff functionality, citizen accessibility, visitor center needs, kitchen and catering areas, multi-use meeting rooms, multi-use common areas, loading dock, trash receptacle enclosure, etc.
- Firm shall provide renderings, elevations, conceptual site and floor plan(s) of the proposed building identifying its location on the site including parking areas for patron, vehicle accessibility and any infrastructure improvements.
- Inside the new activity center provide a description and spatial relationships of all major services areas that include detailed square footage requirements, the functions that take place within each area, as well as the equipment, furniture, and storage needs and capacity to be served in each area.
- Firm shall identify and provide locations of existing utilities and infrastructure up to and including water lines, lift stations, electrical lines, sewer lines, non-city owned utilities, light poles, storm water drainage, etc. This information is to be utilized in all design aspects of the new facility.
- Provide a preliminary conceptual design addressing, but not be limited to, acoustics, equipment, technology, environmental controls, security, lighting, furnishings, seating, access to and from the site and compliance with local, state, and federal regulations.
- The firm shall provide a line item detailed preliminary opinion of the probable construction cost.

5. Restrictions on Lobbying Activity

Respondents are prohibited from directly or indirectly communicating with City Council Members regarding the firm's qualifications or any other matter related to the eventual award of a contract for the services requested under this Request for Qualifications. Applicants are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification from the selection process.

Upon issuance of the Request for Qualifications, all communications and requests for clarification or objections shall be directed in writing to the Parks and Recreation Department for response, determination and dissemination to all firms. Any communication by firms or

their representatives toward other city officers or employees regarding this Request for Qualifications or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

- **Statement of Qualifications and Organization**

The firms must submit one (1) original plus four (4) copies of the request for qualifications and one (1) electronic request for qualifications on a USB stick. **Sealed request for qualifications should be addressed to the City Secretary's Office, City of Deer Park, 710 E San Augustine St., Deer Park, Texas 77536, and will be received until 2:00 p.m., May 29, 2019.** Request for qualifications must be properly signed with a manual signature of an authorized agent of the firm. All request for qualifications must be packaged in a sealed envelope or package and be clearly marked on the outside with the firm's name and address and the following written information:

**REQUEST FOR QUALIFICATIONS
Jimmy Burke Activity Center
City of Deer Park
Deadline: 2:00pm on May 29, 2019**

The firms mailing their request for qualifications must allow sufficient time for delivery of their request for qualifications by the time and date specified. Late request for qualifications will not be accepted.

1. Proposal Organization and Format

Proposal should be submitted on 8.5 by 11-inch paper securely bound. Submissions must contain all applicable items requested, and be organized as show below. Each section should be separated by tabs and labeled.

- Cover clearly displaying the title of the RFQ
- Table of Contents
- Introductory letter, to include name and contact information for the primary City contact with the firm
- A narrative demonstrating that the firm understands the project
- A proposed work plan detailing the tasks to be completed as listed under Scope of Services
- A statement of the qualifications of the team, including work experience, organizational chart and personnel resumes. Resumes are limited to two pages per person
- History and background information concerning the firm, including number of years in business under this name and breakdown of personnel in the proposing office.
- A description of previous work similar to the request including a list of comparable clients where similar services have been provided within the last five years, with dates services were provided and contact information.
- Each project shall include the team members responsible for the design and oversight of the projects.
- Reference Data Sheets (minimum 3)

- **Litigation and Ethics**
 - Provide the style and cite of any current/pending litigation and any litigation settled or disposed within the past five (5) years against the firm, including its parent, sister or subsidiary companies, and proposed sub-contractors.
 - Provide detail of any ethics violations or board actions within the past five (5) years against the firm, including its parent, sister or subsidiary companies, and proposed sub-contractors.
- **Proof of Insurability**
- **Conflict of Interest Questionnaire**
- **Submissions should be limited to a maximum of twenty (20) pages, front and back, excluding tabs.**

- **Public Information Notification**

The City considers all materials, information, communications and correspondence in any form from the respondents to this RFQ to be non-proprietary and non-confidential and, therefore, subject to public disclosure under the Texas Public Information Act (Texas Government Code 552.00-1 et seq.) after a contract is awarded. Respondents are informed that the City will abide by all statutes, court rulings and opinions of the Texas Attorney General concerning disclosure of RFQ information. Should any part or section be considered by the Respondents to be “proprietary” or “confidential” in nature, each page or section should be designated as “proprietary” or “confidential”. Respondents should be prepared to fully justify these exclusions to the State Attorney General’s Office should it be required.

- **REQUEST FOR QUALIFICATIONS SELECTION AND AWARD PROCESS**

1. Request for qualifications Scoring and Selection

The purpose of the request for qualifications is to demonstrate the firm’s qualifications, competence, capability and capacity to meet the City’s requirements. An evaluation committee will review the request for qualifications submitted and rank each based on the evaluation criteria specified below. The City may require additional information after the review of the initial information received. Interviews may be conducted individually with firms who submit responsive request for qualifications and who are determined reasonably qualified for award of the contract. The City of Deer Park reserves the right to reject any and all submittals and does not guarantee a contract will be awarded. All costs associated with the preparation of the request for qualifications, site visits, presentations, and any other costs are the responsibility of the submitting firms. Responding to this RFQ constitutes understanding and agreement to methods of evaluation and selection

2. Evaluation Criteria

Evaluation of the request for qualifications received may consider but shall not be limited to the following review criteria:

- **General Quality and Adequacy of Response** **25%**
 - Completeness and thoroughness, responsiveness to terms and conditions
 - Understanding of the project
 - Degree of interest shown in undertaking the project

- **Organization, Personnel, and Experience (25 points each) 75%**
 - Demonstrated experience in accomplishing similar projects, especially involving design of large multi-purpose facilities or event centers for municipalities.
 - Qualifications, experience, and longevity of the proposed team members who will design and oversee the construction of the proposed facility.
 - Demonstrated experience in visioning and consensus building on a local government level.
 - Knowledge and familiarity with local conditions.
 - Firm's history of ethics violations or board actions.
 - Demonstrated capability of firm to meet schedules and deadlines
 - Demonstrated capability to complete projects without having major cost escalations, change orders or overruns

2. Right to Reject Request for qualifications and Contract Terms

The City of Deer Park reserves the right to reject any and all request for qualifications. If contract negotiations cannot be concluded successfully with the highest scoring firm, City of Deer Park may negotiate a contract with the next highest scoring firm and so on until an agreement is reached.

3. Funding Out

The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

• Offer and Certifications

1. Submission of the Statement of Qualification constitutes an offer which shall remain open and irrevocable for a period of 90 days from the due date for submitting the Statement of Qualifications.
2. Submission of a Qualification Request for qualifications indicates the acceptance by the firm of the conditions contained in this RFQ unless clearly and specifically noted in the Qualification submitted and confirmed in the contract between City and the firm selected. The City reserves the right without prejudice to reject any or all submissions.
3. By submitting a request for qualifications the proponent certifies that Proponent is not debarred or excluded from bidding by any Federal agency; has not been convicted within a three year period or had a civil judgment against them for commission of fraud in obtaining or performing a public contract, has not within a three year period been terminated on a public contract for cause or default.
4. By submitting a request for qualifications, each proponent certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.
5. By submitting this qualification statement the firm is confirming they have read through the City of Deer Parks standardized professional services contract and understand NO changes can be made to the contract (see attached Exhibit 2).

REFERENCE DATA SHEET

PROVIDE AT LEAST THREE (3) REFERENCES REPRODUCE SHEET AS NECESSARY

Architectural Firm:

Provide client name, location, contact person, telephone number and appropriate information on contracted services that are similar to this solicitation document.

1. Client: _____

City: _____ State: _____

Contact Person: _____ Title: _____

Phone Number: _____

Project Begin & End Date: _____

Project Budget: _____

Services Provided: _____

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

2. Client: _____

City: _____ State: _____

Contact Person: _____ Title: _____

Phone Number: _____

Project Begin & End Date: _____

Project Budget: _____

Services Provided: _____

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

3. Client: _____

City: _____ State: _____

Contact Person: _____ Title: _____

Phone Number: _____

Project Begin & End Date: _____

Project Budget: _____

Services Provided: _____

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

INSTRUCTIONS FOR CONFLICT OF INTEREST QUESTIONNAIRE

1. If you have a conflict of interest in doing business with the City of Deer Park, please use “Form CIQ”, Conflict of Interest questionnaire, conflicts of interest are addressed in Texas Local Government Code, Chapter 176.
2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.
3. If you complete “Form CIQ”, Conflict of Interest questionnaire:
 - Put the name of bidder and name of company in block #1.
 - If any person employed by proposer or proposer’s company has any known business conflicts, other than previous contracts awarded through a competitive proposing process, or has an existing relationship with any employee of the City of Deer Park, list that information in blocks #3, #4 and/or #5 as appropriate.
 - Sign in block #7.
4. Listings of City elected officials and local government officers may be found on the City’s Web site: www.deerparktx.gov.
5. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed._____
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

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☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

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 176.003(a-1).

7_____
Signature of vendor doing business with the governmental entity_____
Date

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/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a 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 conflicts 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 of the 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 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.

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 a local government officer of that local governmental entity, or a family member of the officer, 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 filed 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 writing 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 relationship with a local government officer.

EXHIBIT 1
OVERALL SITE MAP



EXHIBIT 2

SAMPLE ARCHITECTURAL & DESIGN SERVICES AGREEMENT

AGREEMENT FOR ARCHITECTURAL & DESIGN SERVICES

For

ARCHITECTURAL SERVICES FOR PLANNING & DESIGN OF THE JIMMY BURKE ACTIVITY

CENTER AND SURROUNDING AREA

This Agreement is made and entered into in Deer Park, Harris County, Texas on the ____ day of _____ 2019; by and between

The City of Deer Park, a Municipal Corporation in the State of Texas

And

_____, **Inc.** ARCHITECT(s) duly licensed, and practicing under the laws of the State of Texas.

Said Agreement being executed by the City pursuant to the City Charter, Ordinances, and Resolutions of the City Council, and by the ARCHITECT for ARCHITECTURAL services hereinafter set forth in connection with the above-designated Project for the City of Deer Park.

DEER PARK retains _____ to perform ARCHITECTURAL services related to the programming, design and construction of a _____ in return for consideration to be paid by DEER PARK under terms and conditions set forth below.

ARTICLE 1. SCOPE OF WORK

- 1.1 ARCHITECT will provide ARCHITECTURAL, design, consultation, project management, and other services as required to perform and complete the Scope of Work & Services specifically identified in Schedule A of this Agreement. The Services Scope of Work (the "Work") and the time schedules set forth in Schedule A are based on information provided by DEER PARK and ARCHITECT. The schedule of milestones and deliverables are essential terms of this Agreement.
- 1.2 If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by DEER PARK, or if DEER PARK directs ARCHITECT to change the original Scope of Work shown in Schedule A, a written amendment equitably adjusting the costs, performance time and/or terms and conditions, shall be executed by DEER PARK and ARCHITECT.

ARTICLE 2. COMPENSATION

- 2.1 ARCHITECT bills for its services on a time and materials basis using the Schedule of Rates and Terms entitled Estimated Level of Effort ("Schedule of Rates") attached as Schedule B of this Agreement. As requested, ARCHITECT has provided an estimate of the fees for the Work amounting to \$_____ ARCHITECT will not exceed that estimate without prior approval from DEER PARK. ARCHITECT will notify DEER PARK, for approval, of any proposed revisions to the Schedule of Rates and effective date thereof which shall not be less than thirty (30) days after such notice.
- 2.2 ARCHITECT will submit monthly invoices for Services rendered, and DEER PARK will make payment within thirty (30) days of receipt of ARCHITECT'S invoices. If DEER PARK objects to all or any portion of an invoice, it will notify ARCHITECT of the same within fifteen (15) days from the date of receipt of the invoice and will pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion of the invoice. Prices or rates quoted do not include state or local taxes.

ARTICLE 3. DEER PARK'S RESPONSIBILITIES

- 3.1 DEER PARK will designate in writing the person or persons with authority to act on DEER PARK'S behalf on all matters concerning the work to be performed.
- 3.2 DEER PARK will furnish to ARCHITECT all existing studies, reports, data and other information available to DEER PARK necessary for performance of the Work, authorize ARCHITECT to obtain additional data as required, and furnish the services of others where necessary for the performance of the Work. ARCHITECT will be entitled to use and rely upon all such information and services.
- 3.3 Where necessary to performance of the Work, DEER PARK shall arrange for ARCHITECT to have access to any site or property.

ARTICLE 4. PERFORMANCE OF SERVICE

- 4.1 ARCHITECT'S services will be performed within the schedule and time period set forth in Schedule A.
- 4.2 ARCHITECT shall perform the Work, and any additional services as may be required, for the development of the Project to completion.
- 4.3 If required, additional services will be performed and completed within the time period agreed to in writing by the parties at the time such services are authorized.

- 4.4 If any time period within or date by which any of ARCHITECT's services are to be performed is exceeded for reasons outside of ARCHITECT's reasonable control, all rates, measures and amounts of compensation and the time for completion of performance shall be subject to equitable adjustment.

ARTICLE 5. CONFIDENTIALITY

- 5.1 ARCHITECT will hold confidential all information obtained from DEER PARK, not previously known by ARCHITECT or in the public domain.

ARTICLE 6. STANDARD OF CARE & WARRANTY

- 6.1 Standard of Care. In performing services, ARCHITECT agrees to exercise professional judgment, made on the basis of the information available to ARCHITECT, and to perform its ARCHITECTURAL services with the professional skill and care of competent design professionals practicing in the same or similar locale and under the same or similar circumstances and professional license. ARCHITECT also agrees to perform its ARCHITECTURAL services as expeditiously as is prudent considering this standard of care. This standard of care shall be judged as of the time and place the services are rendered, and not according to later standards.
- 6.2 Warranty. If any failure to meet the foregoing standard of care Warranty appears during one year from the date of final completion of the service and ARCHITECT is promptly notified thereof in writing, ARCHITECT will at its expense re-perform the nonconforming work.
- 6.3 The foregoing Warranty is the sole and express warranty obligation of ARCHITECT and is provided in lieu of all other warranties, whether written, oral, implied or statutory, including any warranty of merchantability. ARCHITECT does not warrant any products or services of others. ARCHITECT, however, expressly acknowledges that these warranty obligations do not eliminate the applicability of the standard of care to all of its work and that the OWNER may still retain remedies against ARCHITECT following the expiration of the warranty period in contract, tort, or otherwise as the law allows.

ARTICLE 7. INSURANCE

- 7.1 ARCHITECT will procure and maintain insurance as required by law. At a minimum, ARCHITECT will have the following coverage:
- (1) Workers compensation and occupational disease insurance in statutory amounts.
 - (2) Employer's liability insurance in the amount of \$1,000,000.
 - (3) Automobile liability in the amount of \$1,000,000.

- (4) Commercial General Liability insurance for bodily injury, death or loss of or damage to property of third persons in the amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate.
- (5) Professional errors and omissions insurance in the amount of \$1,000,000.

7.2 ARCHITECT has provided a Statement of Insurance to DEER PARK demonstrating and reflecting that ARCHITECT has procured and maintains insurance coverage in accordance with the requirements stated above. That Statement of Insurance is Attachment C of this Agreement.

ARTICLE 8. INDEMNITY

8.1 THE ARCHITECT SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, BUT ONLY TO THE EXTENT THAT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ARCHITECT OR THE ARCHITECT'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECTS LAIBILITY.

8.2 ARCHITECT agrees to and shall contractually require its consultants and subcontractors of any tier to assume the same indemnification obligations to Indemnities as stated herein.

ARTICLE 9. OWNERSHIP OF DOCUMENTS

9.1 As long as DEER PARK is current in the payment of all undisputed invoices, all work product prepared by the ARCHITECT pursuant to this Agreement, including, but not limited to, all Contract Documents, Plans and Specifications and any computer aided design, shall be the sole and exclusive property of DEER PARK, subject to the ARCHITECT's reserved rights.

- 9.2 ARCHITECT's technology, including without limitation customary techniques and details, skill, processes, knowledge, and computer software developed or acquired by ARCHITECT or its Consultants to prepare and manipulate the data which comprises the instruments of services shall all be and remain the property of the ARCHITECT.

ARTICLE 10. INDEPENDENT CONTRACTOR

- 10.1 The ARCHITECT is an independent contractor and shall not be regarded as an employee or agent of the DEER PARK.

ARTICLE 11. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

- 11.1 The ARCHITECT shall observe all applicable provisions of the federal, state and local laws and regulations, including those relating to equal opportunity employment.

ARTICLE 12. SAFETY

- 12.1 DEER PARK shall inform the ARCHITECT and its employees of any applicable site safety procedures and regulations known to DEER PARK as well as any special safety concerns or dangerous conditions at the site. The ARCHITECT and its employees will be obligated to adhere to such procedures and regulations once notice has been given.
- 12.2 ARCHITECT shall not have any responsibility for overall job safety at the site. If in ARCHITECT's opinion, its field personnel are unable to access required locations or perform required services in conformance with applicable safety standards, ARCHITECT may immediately suspend performance until such safety standards can be attained. If within a reasonable time site operations or conditions are not brought into compliance with such safety standards, ARCHITECT may in its discretion terminate its performance, in which event, DEER PARK shall pay for services and termination expenses as provided in Article 18.

ARTICLE 13. LITIGATION

- 13.1 At the request of DEER PARK, ARCHITECT agrees to provide testimony and other evidence in any litigation, hearings or proceedings to which DEER PARK is or becomes a party in connection with the work performed under this Agreement, unless DEER PARK and the ARCHITECT are adverse to one-another in any such litigation.
- 13.2 Any litigation arising out of this Agreement between DEER PARK and ARCHITECT shall be heard by the state district courts of Harris County.

ARTICLE 14. NOTICE

- 14.1 All notices to either party by the other shall be deemed to have been sufficiently given when made in writing and delivered in person, by electronic mail, facsimile, certified mail or courier to the address of the respective party or to such other address as such party may designate.

ARTICLE 15. TERMINATION

- 15.1 The performance of work may be terminated or suspended by DEER PARK, for any reason. Such suspension or termination shall be subject to notice of DEER PARK's election to either suspend or terminate the Agreement fifteen (15) days' prior to the effective suspension or termination date. The Notice shall specify the extent to which performance of work is suspended or terminated and the date upon which such action shall become effective. In the event work is terminated or suspended by DEER PARK prior to the completion of services contemplated hereunder, ARCHITECT shall be paid for (i) the services rendered to the date of termination or suspension and reasonable services provided to effectuate a professional and timely project termination or suspension.

ARTICLE 16. SEVERABILITY

- 16.1 If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

ARTICLE 17. WAIVER

- 17.1 Any waiver by either party or any provision or condition of this Agreement shall not be construed or deemed to be a waiver of a subsequent breach of the same provision or condition, unless such waiver is so expressed in writing and signed by the party to be bound.

ARTICLE 18. GOVERNING LAW

- 18.1 This Agreement will be governed by and construed and interpreted in accordance with the laws of the State of Texas.

ARTICLE 19. CAPTIONS

- 19.1 The captions contained herein are intended solely for the convenience of reference and shall not define, limit or affect in any way the provisions, terms and conditions hereof or their interpretation.

ARTICLE 20. ENTIRE AGREEMENT

- 20.1 This Agreement, its articles, provision, terms, and attached Schedules represent the entire understanding and agreement between DEER PARK and ARCHITECT and supersede any and all prior agreements, whether written or oral, and may be amended or modified only by a written amendment signed by both parties.

This Agreement is effective on the last day signed.

(ARCHITECTs Name)

By _____

Name _____

Title _____

Date _____

The City of Deer Park

By _____

Name _____

Title _____

Date _____

SCHEDULE A
SCOPE OF WORK

The proposed project consists of providing construction drawings and specifications for a proposed _____ ARCHITECTURAL SERVICES FOR PLANNING & DESIGN OF THE JIMMY BURKE ACTIVITY CENTER AND SURROUNDING AREA Facility. The drawings and specifications will include concept design and programming for the following major components:

ARCHITECTURAL Services & Schedule:

[ARCHITECT's firm name] presents this proposal to complete design ARCHITECTURAL and construction services. [ARCHITECT's firm name] will complete the following tasks:

Design Completion:

Based on requirements provided by the City, ARCHITECT will complete necessary ARCHITECTURAL analyses and calculations to design the [Project name] facility. ARCHITECT will hold a design review meeting with (Construction Manager if applicable) and the City to refine all associated documents (i.e., drawings, specifications and all other necessary documents) to ensure that construction is completed in a proper and efficient manner after each submittal.

Formatting Services:

ARCHITECT will work with the City to obtain the proper permits as required by TCEQ, Railroad Commission, and local entities. ARCHITECT will facilitate face-to-face meetings with regulators to fast track permit approvals. ARCHITECT will provide updates of SPCC and SWPPP plans for the City for the improvements of this project only.

To be completed by awarded vendor:

Revised 12/22/2017