



## **Request for Proposal**

### **RFP 2021-01-(Revised) Architectural Services for Multipurpose Trail**

Sealed Proposals will be received until  
5:00 pm on March 1, 2021.

Deadline for questions is February 19, 2021 at 5:00 pm

If you are interested in walking the property with EDC staff for questions and Clarification prior to proposal submission, please call ahead to schedule: 254-547-7874

**RETURN RFP TO:** Copperas Cove EDC  
113 W Avenue D  
Copperas Cove,  
TX 76522

## INSTRUCTIONS TO BIDDERS

1. The envelope or package containing the Request for Proposal (RFP) should be marked legibly on the outside with the submitter's name and address along with "Request for Proposal for Architectural Services for Multipurpose Trail, RFP No. 2021-01."
2. The Bidder shall sign and date the submittal provided within the RFP. The person signing the proposal must have the authority to bind the company in a contract. Proposals which are not signed and dated in this manner may be rejected.
3. All documents shall be received at the Copperas Cove EDC, 113 W Avenue D, Copperas Cove, Texas 76522, by the deadline shown on the cover sheet of this RFP.
4. **Facsimile transmittals and electronic transmittals will not be accepted.**
5. The Copperas Cove Economic Development Corporation (CCEDC) reserves the right to reject any or all RFP's as it shall deem to be in the best interests of the Corporation.
6. Any interpretations, corrections or changes to this RFP and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the CCEDC. Addenda will be posted on <https://www.coveedc.com/site/projects-and-rfps/>. Vendors who pick up the RFP will be responsible for checking the CCEDC's website to see if any addenda have been issued. Bidders shall acknowledge receipt of all addenda on the sealed envelope or package containing their proposal.
7. Proposals resulting from submitted RFP for must comply with all applicable federal, state, county, and local laws concerning these types of service.
8. A prospective Bidder must affirmatively demonstrate Bidders responsibility. A prospective Bidder must meet and provide the following requirements:
  - a. Letter confirming current bonding capabilities;
  - b. Be able to comply with the required or proposed delivery schedule;
  - c. Have a satisfactory record of performance;
  - d. Copies of all current licenses required to complete work;
  - e. Be otherwise qualified and eligible to receive an award; and
  - f. Proposed work plan, level of effort, and timeline required to complete the project (an itemized breakdown should also be included in proposal).

The CCEDC may request representation and other information sufficient to determine Bidder's ability to meet these minimal standards.

9. Section 176.00 of the Texas Local Government Code requires a bidder / vendor to file a “Conflict of Interest” questionnaire if the vendor has a business relationship with the EDC and has:
- (a) An employment or other business relationship with an officer or an officer’s family member that results in that person receiving taxable income that is more than \$2,500 in the preceding twelve months; or
  - (b) Has given an officer or officer’s family member one or more gifts totaling more than \$250 in the preceding twelve months.

A vendor / bidder is required to file a questionnaire no later than the seventh business day after the later of the following:

- (a) The date the vendor begins discussions or negotiations to enter a contract with the EDC or submits an application or response to a bid proposal; or
- (b) The date the vendor becomes aware of a relationship or gives a gift to an officer or officer’s family member.

The “Conflict of Interest” questionnaire attached and is the responsibility of each bidder / vendor to provide to the CCEDC.

## Request for Proposals (RFP)

### I. Introduction

The Copperas Cove Economic Development Corporation (CCEDC) is seeking a proposal for services of an architectural firm to assist in creating a multipurpose trail. Services will include the full architectural design, estimating, compiling budgets, and coordination for the project. This project will be developed on a 7.63- acre tract of land that separates Constitution Court Apartments and single-family housing. The development of this tract will be an infrastructure upgrade to The Narrows Business and Technology Park, (The Narrows) located across the street. The tract is approximately a half mile long and is sloped along the (wider) segment of the property. This site can be accessed via Old Copperas Cove Road and/or Constitution Drive. The CCEDC intends to enter a contract with the selected respondent within thirty days of a Notice of Award. The objective for this is to make use of the available property by providing this added benefit.

### II. Information requested from Bidders

Each RFP shall contain all the items listed below. Incomplete statements may be rejected in technical review by the Evaluation Committee.

- A. Complete the Company information sheet in Exhibit 3 this RFP, which includes references.
- B. Provide a summary of the company's history including information on parent company, if applicable.
- C. Provide a completed Insurance Required Affidavit asserting that you can comply with the insurance requirements specified in the attached agreement for Professional Services. (See Page 22)
- D. Provide a completed Vendor Information Sheet and W-9 for accounts payable purposes. (Under Exhibit 3)
- E. Provide a work plan, level of effort and projected timeline to complete project (Include itemized breakdown of project as well).

### III. Submission Information

The Copperas Cove Economic Development Corporation will receive Proposals until 5:00 pm March 1, 2021. Deadline for questions or request for clarification must be submitted to Brittany Sanders, in writing prior to February 19, 2021 @ 5:00 pm via email to: [bsanders@coveedc.com](mailto:bsanders@coveedc.com). **There will be no exceptions.** All responses to the questions will be posted to the EDC's website in addendum form.

**One (1) original copy and three (3) copies** of the RFP shall be submitted in an envelope or box (may be mailed or hand delivered) bearing the name and address of respondent and be identified in the lower left corner with "Request for Proposal for Architectural Services for Multipurpose Trail, RFP No. 2021-01" and be addressed as follows: **Copperas Cove EDC, 113 W Avenue D Copperas Cove, Texas 76522**

***The EDC is an Affirmative Action and Equal Opportunity Employer.***

**I. Request for Proposal (RFP) 2021-01**

The Copperas Cove Economic Development Corporation (CCEDC) is seeking a proposal for services of an architectural firm to assist in creating a multipurpose trail. Services will include the full architectural design, estimating, compiling budgets, and coordination for the project. This project will be developed on a 7.63- acre tract of land that separates Constitution Court Apartments and single-family housing. The development of this tract will be an infrastructure upgrade to The Narrows Business and Technology Park, (The Narrows) located across the street. The tract is approximately a half mile long and is sloped along the (wider) segment of the property. This site can be accessed via Old Copperas Cove Road and/or Constitution Drive. The CCEDC intends to enter a contract with the selected respondent within thirty days of a Notice of Award. The objective for this is to make use of the available property by providing this added benefit.

**II. Property Description:**

The parcel (Parcel # 147980 – 7.63 acres) of land is designated for this RFP is located behind the Constitution Court Apartments, located at 702 Constitution Road. (See Exhibit 1-Item “J”)

**III. Scope of Work:**

- A. Bidder will provide all labor, materials, and equipment necessary to assist in the full architectural design and coordination for the +/-7 acres of property as depicted in **Exhibit 1** of this RFP. Parcel will be cleared by contractor only where trail will be placed (apart from necessary workspace needed to complete the project). The goal is to create a space without destroying all the natural environment and elements. It is the responsibility of the contractor to legally dispose of all debris resulting from the project and its construction.
- B. Shall any trees or shrubs be removed to clear space not covered by selected surface; remaining stumps must not be higher than 2 inches above the ground.
- C. Provide erosion control measures necessary to maintain site and to ensure protection to the site, as well as to not disrupt the adjoining properties. Protect against both wind and rainfall erosion.
- D. Contractor will be responsible for abiding by City regulations and ordinances as it relates to construction postings, warning signs, road blockages and all other traffic considerations.
- E. All work must comply with the Americans with Disabilities Act.
- F. The Bidder must abide by all Professional Rules and Regulations as mandated by law, that pertain to Professional Licensure.

#### **IV. Scope of Work- Design**

The project is based on the needs of the multipurpose trail and not of a park. No bathrooms nor parking is needed at this time. Unique project features may include but not limited to:

- Approximately 3,800 linear feet of trail (½ mile to ¾ mile depending on layout proposed)
- 10-foot wide multipurpose trail
- Benches
- Waste receptacles
- Drinking fountain with dog bowls at trail heads
- Dog waste stations
- Lighting
- Wayfinding signage
- Regarding trail, give options/recommendations of surface.

#### **V. Permits**

It is the contractor's responsibility to obtain and all permits necessary for this project. This includes any TCEQ and or SWPPP permitting requirements.

#### **V. Fee Basis:**

The payment will be made in accordance with the terms of the contract at the end of the project once all work has been completed by the contractor and approved by the EDC. A payment retainage of ten percent of the total project cost will be held by the EDC pending satisfactory completion of all project tasks and a final inspection of all sites.

#### **IV. Evaluation Criteria:**

The following evaluation criteria will be used to select the successful Bidder.

- Submittal details and completeness of information provided = 10 points
- Proposed plan and level of effort required to complete the project= 20 points
- Fee should be included as a total project as well as itemized = 70 points

**Copperas Cove Economic Development Corporation**

**Request for Proposal RFP- 2021-01**

***Submittal Form (Include in RFP Submittal Package)***

**Project:** Architectural Services for Multipurpose Trail of +/- 7 acres of property

**Property Location:** Behind Constitution Court Apartments located at 702 Constitution Drive (depicted as "J" in **Exhibit 1**)

**Submitting Company:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Project Fee: \$** \_\_\_\_\_

**Authorized representative (print/type):** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Authorized signature:** \_\_\_\_\_

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

**E-mail:** \_\_\_\_\_

**Phone number (s):** \_\_\_\_\_

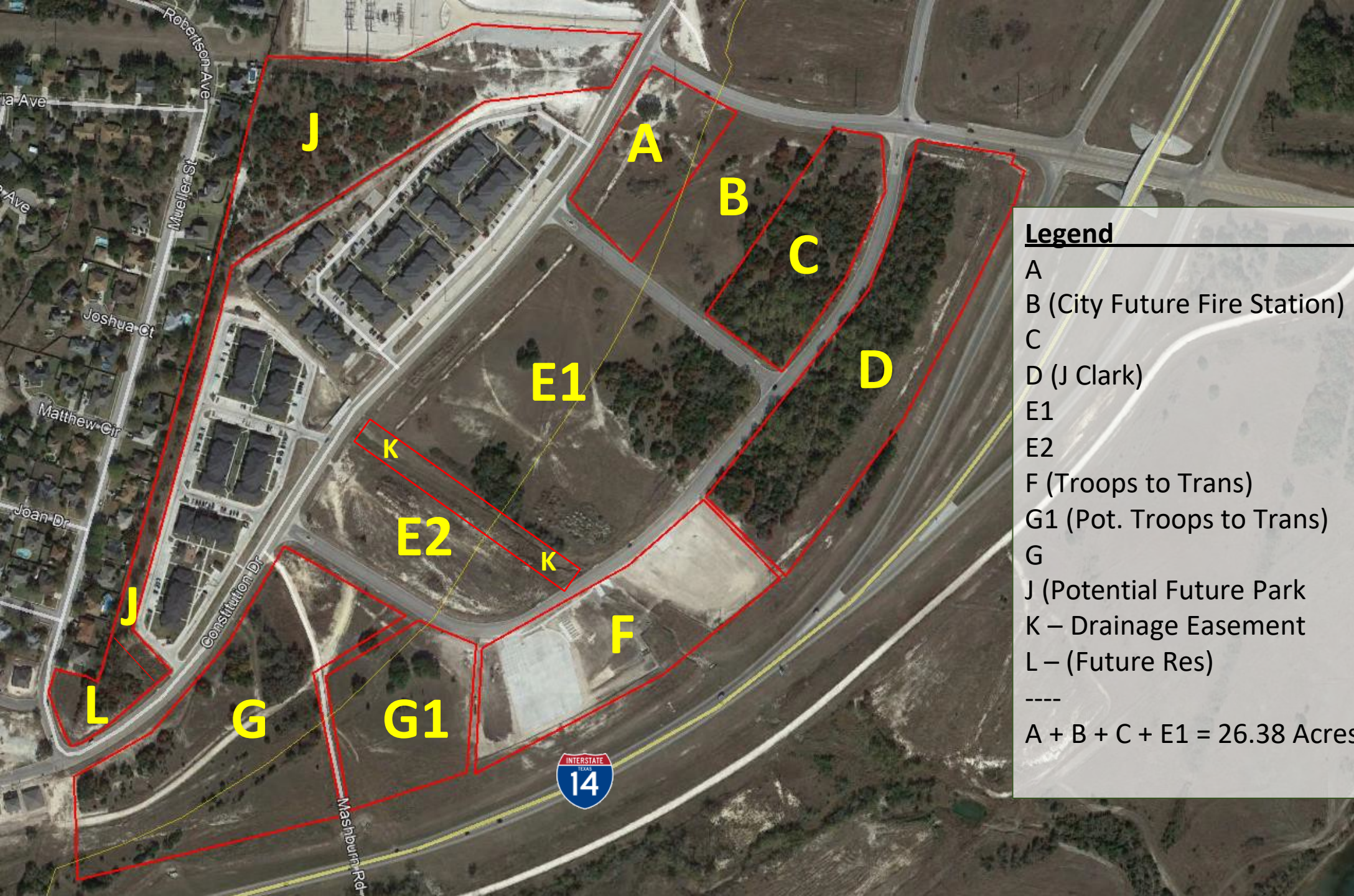
**Company Pricing:** \_\_\_\_\_

**Submitted fee is firm through (minimum 90 days):** \_\_\_\_\_

*Attach all fee specifications, proposed work plan, and qualifications, as defined in RFP 2021-01.*

**EXHIBIT 1:**  
**Parcel +/- 7 acres**





<b>Legend</b>	<b>Acres</b>
A	3
B (City Future Fire Station)	4
C	4.88
D (J Clark)	10.2
E1	14.5
E2	4.2
F (Troops to Trans)	7.16
G1 (Pot. Troops to Trans)	4
G	7.74
J (Potential Future Park	7.6
K – Drainage Easement	
L – (Future Res)	1.2
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A + B + C + E1 = 26.38 Acres	

EXHIBIT 2  
CONTRACT

**COPPERAS COVE ECONOMIC DEVELOPMENT CORPORATION**  
**STANDARD PROFESSIONAL SERVICES AGREEMENT**

THE STATE OF TEXAS   §  
  §  
CORYELL COUNTY       §

This Professional Services Agreement ("Agreement") is made and entered by and between the Copperas Cove Economic Development Corporation, Texas, (the "EDC") a Texas Corporation, and ("Professional").

**Section 1. Duration.**

This Agreement shall become effective upon \_\_\_\_\_ and shall remain in effect until satisfactory completion of the Scope of Work unless terminated as provided for in this Agreement.

**Section 2. Scope of Work.**

(A) Professional shall perform the Services as more particularly described in the Scope of Work attached hereto as described on the Request for Proposal under section 111. The work as described in the Scope of Work constitutes the "Project". Unless otherwise provided in the Scope of Work, the anticipated submittal of all Project deliverables is immediately upon completion of the Project.

(B) The Quality of Services provided under this Agreement shall be performed with the professional skill and care ordinarily provided by competent Professionals practicing in the same or similar locality and under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional holding the same professional license.

(C) The Professional shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.

(D) The Professional may rely upon the accuracy of reports and surveys provided to it by the EDC except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

### **Section 3. Compensation.**

(A) The Professional shall be paid in the manner set forth in Request for Proposal.

(B) *Billing Period:* The Professional may submit monthly, or less frequently, an invoice for payment based on the estimated completion of the described tasks and approved work schedule. Subject to Chapter 2251, Texas Government Code (the "Prompt Payment Act"), payment is due within thirty (30) days of the EDC's receipt of the Professional's invoice. Interest on overdue payments shall be calculated in accordance with the Prompt Payment Act.

(C) *Reimbursable Expenses:* All reimbursable expenses related to the Project shall be included in the scope of services and accounted for in the total contract amount. If these items are not specifically accounted for in Scope of Work, such expenses will require Board approval.

### **Section 4. Changes to the Project Work: Additional Work.**

(A) *Changes to Work:* Professional shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the EDC finds it necessary to make changes to previously satisfactorily completed work or parts thereof, the Professional shall make such revisions if requested and as directed by the EDC and such services will be considered as additional work and paid for as specified under following paragraph.

(B) *Additional Work:* The EDC retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and not does not otherwise constitute special services under this Agreement must be approved in writing by the EDC by supplemental agreement before the additional work is undertaken by the Professional. If the Professional is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Professional shall promptly notify the EDC of that opinion, in writing. If the EDC agrees that such work does constitute additional work, then the EDC and the Professional shall execute a supplemental agreement for the additional work and the EDC shall compensate the Professional for the additional work based on the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement. Any work undertaken by Professional not previously approved as additional work shall be at risk of the Professional.

## **Section 5. Time of Completion.**

The prompt completion of the services under the Scope of Work relates is critical to the EDC. Unnecessary delays in providing services under a Scope of Work shall be grounds for dismissal of the Professional and termination of this Agreement without any or further liability to the EDC other than a prorated payment for necessary, timely, and conforming work done by Professional prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Professional shall have completed all tasks and services described in the Scope of Work.

## **Section 6. Insurance.**

Before commencing work under this Agreement, Professional shall obtain and furnish to the EDC evidence of the following insurance during the term of this Agreement and thereafter as required herein:

*Professional Liability Insurance:* professional errors and omissions liability insurance with limits of liability not less than \$1,000,000 per occurrence covering all work performed by the Professional, its employees, sub-contractors, or independent contractors. If this coverage can only be obtained on a "claims made" basis, the certificate of insurance must clearly state coverage is on a "claims made" basis and coverage must remain in effect for at least two years after final payment with the Professional continuing to furnish the EDC certificates of insurance.

*Workers Compensation Insurance :* The Professional shall carry and maintain during the term of this Agreement, workers compensation and employer's liability insurance meeting the requirements of the State of Texas on all the Professional's employees carrying out the work involved in this contract.

*General Liability Insurance:* The Professional shall carry and maintain during the term of this Agreement, general liability insurance on a per occurrence basis with limits of liability not less than \$1,000,000 for each occurrence and for fire damage. For Bodily Injury and Property Damage no less than \$1,000,000. As a minimum, coverage for Premises, Operations, Products and Completed Operations shall be \$2,000,000. This coverage shall protect the public or any person from injury or property damages sustained by reason of the Professional or its employees carrying out the work involved in this Agreement. The general aggregate shall be no less than \$2,000,000.

*Automobile Liability Insurance:* Professional shall carry and maintain during the term of this Agreement, automobile liability insurance with either a combined limit of at least \$1,000,000 per occurrence for bodily injury and property damage or split limits of at least \$1,000,000 for bodily injury per person per occurrence and \$1,000,000 for property

damage per occurrence. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Professional or its employees.

*Subcontractor.* In the case of any work sublet, the Professional shall require subcontractor and independent contractors working under the direction of either the Professional or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Professional.

*Qualifying Insurance:* The insurance required by this Agreement shall be written by non-assessable insurance company licensed to do business in the State of Texas and currently rated "B" or better by the A.M. Best Companies. All policies shall be written on a "per occurrence basis" and not a "claims made" form.

## **Section 7. Miscellaneous Provisions.**

(A) *Subletting.* The Professional shall not sublet or transfer any portion of the work under this Agreement or any Scope of Work issued pursuant to this Agreement unless specifically approved in writing by the EDC, which approval shall not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the EDC in the subletting of any work shall not relieve the Professional of any responsibility for work done by such subcontractor.

(B) *Ownership of Documents.* Upon completion or termination of this Agreement, all documents prepared by the Professional or furnished to the Professional by the EDC shall be delivered to and become the property of the EDC. All drawings, charts, calculations, plans, specifications, and other data, including electronic files and raw data, prepared under or pursuant to this Agreement shall be made available, upon request, to the EDC without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE EDC OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE PROFESSIONAL FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE EDC'S SOLE RISK AND WITHOUT LIABILITY TO THE PROFESSIONAL. Where applicable, Professional shall retain all pre-existing proprietary rights in the materials provided to the EDC, but shall grant to the EDC a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purposes for which the information was provided. The Professional may, at Professional's expense, have copies made of the documents or any other data furnished to the EDC under or pursuant to this Agreement.

(C) *Professional's Seal.* To the extent that the Professional has a professional seal it shall be placed on all documents and data furnished by the Professional to the EDC. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the Professional's

industry. The plans, specifications and data provided by Professional shall be adequate and sufficient to enable those performing the actual work to perform the work as and within the time contemplated by the EDC and Professional. The EDC acknowledges that Professional has no control over the methods or means of work nor the costs of labor, materials, or equipment. Unless otherwise agreed in writing, any estimates of costs by the Professional are for informational purposes only and are not guarantees.

(D) *Compliance with Laws.* The Professional shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of this Agreement, including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Professional shall furnish the EDC with satisfactory proof of compliance.

(E) *Independent Contractor.* Professional acknowledges that Professional is an independent contractor of the EDC and is not an employee, agent, official or representative of the EDC. Professional shall not represent, either expressly or through implication, that Professional is an employee, agent, official or representative of the EDC. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Professional.

(F) *Non-Collusion.* Professional represents and warrants that Professional has not given, made, promised, paid, nor offered to give, make, promise, or pay any gift, bonus, commission, money, or other consideration to any person as an inducement to or to obtain the work to be provided to the EDC under this Agreement. Professional further agrees that Professional shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the EDC pursuant to this Agreement) for any of the services performed by Professional under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Professional, Professional shall immediately report that fact to the EDC and, at the sole option of the EDC, the EDC may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Professional under or pursuant to this Agreement.

(G) *Force Majeure.* If the performance of any covenant or obligation to be performed hereunder by any party is delayed as a result of circumstances which are beyond the reasonable control of such party (which circumstances may include, without limitation, pending litigation, acts of God, war, acts of civil disobedience, fire or other casualty, shortage of materials, adverse weather conditions [such as, by way of illustration and not of limitation, severe rain storms or below freezing temperatures, or tornados) labor action, strikes or similar acts, moratoriums or regulations or actions by governmental authorities), the time for such performance shall be extended by the amount of time of such delay, but

no longer than the amount of time reasonably occasioned by the delay. The party claiming delay of performance as a result of any of the foregoing force majeure events shall deliver written notice of the commencement of any such delay resulting from such force majeure event not later than seven (7) days after the claiming party becomes aware of the same, and if the claiming party fails to so notify the other party of the occurrence of a force majeure event causing such delay and the other party shall not otherwise be aware of such force majeure event, the claiming party shall not be entitled to avail itself of the provisions for the extension of performance contained in this subsection.

(H) *Conflicts.* In the case of any conflicts between the terms of this Agreement and wording contained within the Scope of Services, this Agreement shall govern. The Scope of Services is intended to detail the technical scope of services, fee schedule, and contract time only and shall not dictate Agreement terms.

### **Section 8. Termination.**

(A) This Agreement may be terminated:

(1) By the mutual agreement and consent of both Professional and EDC;

(2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued in the RFP;

(3) By the EDC, immediately upon notice in writing to the Professional, as consequence of the failure of Professional to perform the services contemplated by this Agreement in a timely or satisfactory manner;

(4) By the EDC, at will and without cause upon not less than thirty (30) days written notice to the Professional.

(B) If the EDC terminates this Agreement pursuant to Section 5 or subsection 8(A)(2) or (3), above, the Professional shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Professional considering the actual costs incurred by the Professional in performing work to date of termination, the value of the work that is nonetheless usable to the EDC, the cost to the EDC of employing another Professional to complete the work required and the time required to do so, and other factors that affect the value to the EDC of the work performed at time of termination. In the event of termination not the fault of the Professional, the Professional shall be compensated for all basic, special, and additional services performed, prior to termination, together with any reimbursable expenses then due.



## Section 9. Indemnification.

Professional shall indemnify, defend and hold harmless the Copperas Cove Economic Development Corporation, Texas and its officials, employees and agents (collectively referred to as "indemnities") and each of them from and against all loss, costs, penalties, fines, damages, claims, expenses (including reasonable attorney's fees) or liabilities (collectively referred to as "Liabilities") by reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from, or in connection with (i) the performance or non-performance of Services contemplated by this Agreement but only to the extent caused by the negligent acts, errors or omissions, intentional torts, intellectual property infringement, or a failure to pay a sub-contractor or supplier committed by Professional or Professional's agent, consultant under contract, or another entity over which Professional exercises control (whether active or passive) of Professional or its employees, agents or sub-contractors (collectively referred to as "Professional") (ii) the failure of Professional to comply with any of the paragraphs herein or the failure of Professional to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state or local, in connection with the performance of this Agreement. Professional expressly agrees to indemnify and hold harmless the indemnities, or any one of them, from and against all liabilities which may be asserted by an employee or former employee of Professional, or any of its sub-contractors, as provided above, for which Professional's liability to such employee or former employee would otherwise be limited to payments under State Workers' Compensation or similar laws. Nothing herein shall require Professional to indemnify, defend, or hold harmless any indemnity for the indemnitee's own negligence or willful misconduct. All indemnity provided for in this Agreement shall survive the expiration of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder and shall apply prospectively not only during the term of this Agreement but thereafter so long as any liability could be asserted regarding any acts or omissions of Professional in performing Services under this Agreement.

For Professional Liability Claims, Professional shall be liable for reasonable defense costs incurred by indemnities but only after final adjudication and to the extent and percent that Professional or Professional's agents are found negligent or otherwise at fault. As used in this Agreement, final adjudication includes any negotiated settlement and release of claims, without limitation as to when a negotiated settlement and release of claims occurs.

**Section 10. Notices.**

Any notice required or desired to be given from one party to the other party to this Agreement shall be in writing and shall be given and shall be deemed to have been served and received (whether actually received or not) if (i) delivered in person to the address set forth below; (ii) deposited in an official depository under the regular care and custody of the United States Postal Service located within the confines of the United States of America and sent by certified mail, return receipt requested, and addressed to such party at the address hereinafter specified; or (iii) delivered to such party by courier receipted delivery. Either party may designate another address within the confines of the continental United States of America for notice, but until written notice of such change is received by the other party, the last address of such party designated for notice shall remain such party's address for notice.

**Section 11. No Assignment.**

Neither party shall have the right to assign that party's interest in this Agreement without the prior written consent of the other party.

**Section 12. Severability.**

If any term or provision of this Agreement is held to be illegal, invalid, or unenforceable, the legality, validity or enforceability of the remaining terms or provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable term or provision, there shall be added automatically to this Agreement a legal, valid, or enforceable term or provision as similar as possible to the term or provision declared illegal, invalid, or unenforceable.

**Section 13. Waiver.**

Either EDC or the Professional shall have the right to waive any requirement contained in this Agreement that is intended for the waiving party's benefit, but except as otherwise provided herein, such waiver shall be effective only if in writing executed by the party for whose benefit such requirement is intended. No waiver of any breach or violation of any term of this Agreement shall be deemed or construed to constitute a waiver of any other breach or violation, whether concurrent or subsequent, and whether of the same or of a different type of breach or violation.

**Section 14. Governing Law: Venue.**

This Agreement and all the transactions contemplated herein shall be governed by and construed in accordance with the laws of the State of Texas. The provisions and obligations of this Agreement are performable in Coryell County, Texas such that exclusive venue for any action arising out of this Agreement shall be in Coryell County, Texas.

**Section 15. Paragraph Headings: Construction.**

The paragraph headings contained in this Agreement are for convenience only and shall in no way enlarge or limit the scope or meaning of the various and several paragraphs hereof. Both parties have participated in the negotiation and preparation of this Agreement and this Agreement shall not be construed either more or less strongly against or for either party.

**Section 16. Binding Effect.**

Except as limited herein, the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, personal and legal representatives, successors and assigns.

**Section 17. Gender.**

Within this Agreement, words of any gender shall be held and construed to include any other gender, and words in the singular number shall be held and construed to include the plural, unless the context otherwise requires.

**Section 18. Counterparts.**

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

**Section 19. Exhibits.**

All exhibits to this Agreement are incorporated herein by reference for all purposes wherever reference is made to the same.

**Section 20. Entire Agreement.**

It is understood and agreed that this Agreement contains the entire agreement between the parties and supersedes any prior agreements, arrangements or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally.

### **Section 21. Relationship of Parties.**

Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the parties, it being expressly understood and agreed that no provision contained in this Agreement nor any act or acts of the parties hereto shall be deemed to create any relationship between the parties other than the relationship of independent parties contracting with each other solely for the purpose of effecting the provisions of this Agreement.

### **Section 22. Right to Audit.**

EDC shall have the right to examine and audit the books and records of Professional with regards to the work described in Scope of Work, or any subsequent changes, at any reasonable time. Such books and records will be maintained in accordance with generally accepted principles of accounting and will be adequate to enable determination of: (1) the substantiation and accuracy of any payments required to be made under this Agreement; and (2) compliance with the provisions of this Agreement.

### **Section 23: Dispute Resolution.**

In accordance with the provisions of Subchapter I, Chapter 271, TEX. LOCAL Gov'T CODE, the parties agree that, prior to instituting any lawsuit or other proceeding arising from a dispute under this agreement, the parties will first attempt to resolve the dispute by taking the following steps: (1) A written notice substantially describing the nature of the dispute shall be delivered by the dissatisfied party to the other party, which notice shall request a written response to be delivered to the dissatisfied party not less than 5 days after receipt of the notice of dispute. (2) If the response does not reasonably resolve the dispute, in the opinion of the dissatisfied party, the dissatisfied party shall give notice to that effect to the other party whereupon each party shall appoint a person having authority over the activities of the respective parties who shall promptly meet, in person, to resolve the dispute. (3) If those persons cannot or do not resolve the dispute, then the parties shall each appoint a person from the highest tier of managerial responsibility within each respective party, who shall then promptly meet, in person, to resolve the dispute.

### **Section 24: Disclosure of Business Relationships/Affiliations: Conflict of Interest Questionnaire.**

Professional represents compliance with the applicable filing and disclosure requirements of Chapter 176 of the Texas Local Government Code.

**Section 25: Texas Government Code Mandatory Provision.**

The Copperas Cove Economic Development Corporation may not enter a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by entering into this Agreement, the Professional hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Professional hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021\_.

**COPPERAS COVE EDC:**

**PROFESSIONAL:**

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Signature:*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Title*

**ADDRESS FOR NOTICE:**

**PROFESSIONAL**

**113 W. Ave D**

**Copperas Cove, TX 76522**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

with a copy to:

City Attorney  
Copperas Cove Economic  
Development Corporation, Texas

TEXAS INSURANCE REQUIREMENT AFFIDAVIT

To Be Completed by Appropriate Insurance Agent: \_\_\_\_\_

I, the undersigned Agent/Broker, certify that the insurance requirements contained in this bid document have been reviewed by me with the below identified Contractor. If the below identified Contractor is awarded this contract by the City of Copperas Cove, I will be able to, within thirty (30) days after being notified of such award, furnish a valid insurance certificate to the City meeting all the requirements defined in this bid.

Agent Name:

Agent Signature:

\_\_\_\_\_  
Please Print

\_\_\_\_\_

Name of Agency/Broker:

\_\_\_\_\_

Address of Agent/Broker:

City/State/Zip:

\_\_\_\_\_

\_\_\_\_\_

Agent/Broker Telephone Number: \_\_\_\_\_

CONTRACTOR'S NAME: \_\_\_\_\_

## **EXHIBIT 3:**

Company Information  
with References

Conflict of Interest

W-9

Vendor Information

## COMPANY INFORMATION SHEET

**Company Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**TIN:** \_\_\_\_\_

Below is a list of projects our company has completed. Please feel free to contact the references below.

**Reference 1:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Phone#:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Time of Completion:** \_\_\_\_\_

**Reference 2:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Phone#:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Time of Completion:** \_\_\_\_\_



**Reference 3:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Phone#:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Time of Completion:** \_\_\_\_\_

**Reference 4:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Phone#:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Time of Completion:** \_\_\_\_\_

**Reference 5:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**City:** \_\_\_\_\_

**Phone#:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Time of Completion:** \_\_\_\_\_

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

# FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

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

## OFFICE USE ONLY

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

Date Gift Accepted \_\_\_\_\_ Description of Gift \_\_\_\_\_

(attach additional forms as necessary)

## 6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

\_\_\_\_\_  
Signature of Local Government Officer

### Please complete either option below:

#### (1) Affidavit

NOTARY STAMP / SEAL

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

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

#### (2) Unsworn Declaration

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_.

(street)

(city)

(state)

(zip code)

(country)

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
Signature of Local Government Officer (Declarant)

## LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

### INSTRUCTIONS FOR COMPLETING THIS FORM

*The following numbers correspond to the numbered boxes on the other side.*

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an 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), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

---

**Local Government Code § 176.001(2-a):** "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

**Local Government Code § 176.003(a)(2)(A):**

- (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.





## VENDOR INFORMATION SHEET

COMPANY NAME: \_\_\_\_\_ TAX ID #: \_\_\_\_\_

PRIMARY POC: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Please Print)

SIGNATURE: \_\_\_\_\_ PHONE #: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

Secondary POC: \_\_\_\_\_ DATE: \_\_\_\_\_ (Please Print)

SIGNATURE: \_\_\_\_\_ PHONE #: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

113 W. Ave D, Copperas Cove TX 76522  
254-547-7874 [www.copperascove-edc.com](http://www.copperascove-edc.com)

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