


<p><b>SUBMIT BID TO:</b>                  CITY OF TEXARKANA, TEXAS                  PUBLIC WORKS/ CONTRACTS                  DEPARTMENT</p> <p>MAILING ADDRESS:                  220 TEXAS BLVD                  TEXARKANA, TEXAS 75501</p> <p>CONTACT PERSON:  <b>Amanda Freeland</b></p> <p>TEL: 903-798-3942                  amanda.freeland@txkusa.org</p>		 CITY OF TEXARKANA <b>REQUEST FOR QUALIFICATIONS</b>	
<p><b>TITLE:</b>                  ENGINEERING SERVICES FOR STREET                  RECONSTRUCTION ON                  MOORES LANE AND GALLERIA OAKS</p>		<p><b>NUMBER:</b>                  23-1901-01</p>	<p><b>Bid Opening Date:</b>                  Thursday, November 10<sup>th</sup>, 2022                  @ 2:00 PM</p>
<p>PRE-BID DATE, TIME, AND LOCATION:  <b>Wednesday, October 26<sup>th</sup>, 2022, 10:30am</b>  <b>City Hall-2<sup>nd</sup> Floor (City Manager's Conference Room)</b>  <b>220 Texas Blvd</b>  <b>Texarkana, Texas 75501</b>  <b>**Non-Mandatory**</b></p>			<p><b><u>BID F.O.B. DESTINATION</u></b></p>
<p><i>Enter Company Name and address:</i></p>			
<p><i>Enter Name of Respondent:</i></p>			
<p><i>Enter Mailing Address:</i></p>			
<p><i>Enter the following information:</i></p> <p><i>Telephone Number:</i> (        ) _____ - _____</p> <p><i>Email Address:</i> _____</p>			
<p><i>Delivery in _____ days after receipt of order.</i></p>			

IN COMPLIANCE WITH THIS SOLICITATION, THE UNDERSIGNED PROPOSER HAVING EXAMINED THE REQUEST FOR QUALIFICATIONS AND BEING FAMILIAR WITH THE CONDITIONS TO BE MET, HEREBY SUBMITS THE ATTACHED PROPOSAL. AN INDIVIDUAL AUTHORIZED TO BIND THE COMPANY MUST SIGN THE FOLLOWING SECTION. FAILURE TO EXECUTE THIS PORTION MAY RESULT IN PROPOSAL REJECTION.

\_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Print/Type Name

\_\_\_\_\_  
 Date

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.  
 ELECTRONIC RESPONSES SHALL NOT BE ACCEPTED.**

**CITY OF TEXARKANA, TEXAS, TEXAS**  
**RFQ#23-1901-01**

**ALL PROPOSERS MUST FAMILIARIZE THEMSELVES WITH THE FOLLOWING INSTRUCTIONS TO PROPOSERS AND GENERAL REQUIREMENTS.**

**I. INSTRUCTIONS TO PROPOSERS**

**1 PROPOSAL DELIVERY, TIME & DATE**

- 1.1 The City of Texarkana, Texas will receive written proposals until Thursday, **2:00 p.m. CST, Thursday, November 10<sup>th</sup>, 2022**, at the office of the Contract Administrator listed below. Any proposal received after the date and hour specified will be rejected and returned unopened to the proposer. Proposals must be addressed to:

**Physical/ Mailing Address:**

City of Texarkana, Texas  
Public Works and Contracts Department  
Attn: Amanda Freeland  
220 Texas Blvd, 4<sup>th</sup> Floor  
Texarkana, Texas 75501

- 1.2 Proposers are responsible for making certain proposal is delivered to the Public Works and Contracts Department, Attn: Amanda Freeland or the reception kiosk, 1<sup>st</sup> floor, City Hall, 220 Texas Blvd, Texarkana, Texas. Mailing of a proposal does not ensure that the proposal will be delivered on time or delivered at all.
- 1.3 The City of Texarkana, Texas reserves the right to postpone the date and time for accepting proposals through an addendum.

**2 PRE-BID MEETING**

- 2.1 For the purpose of familiarizing bidders with the requirements, answering questions, and issuing addenda as needed for the clarification of the Request for Qualifications (RFQ) documents, **a Pre-Bid Conference on Wednesday, October 26<sup>th</sup>, 2022, at 10:30 a.m., at City Hall - 220 Texas Blvd, , 2<sup>nd</sup> Floor (City Manager's Conference Room), Texarkana, Texas, 75501.** All persons attending the meeting will be asked to identify themselves and the prospective bidder they represent.
- 2.2 It is the bidder's responsibility to attend the pre-bid meeting to be able to receive any addenda. Addenda is generally published on the City Website. The City will not be responsible for providing information discussed at the pre-bid meeting to bidders who do not attend the Pre-Bid meeting.

### **3**      **EXAMINATIONS OF DOCUMENTS AND REQUIREMENTS**

- 3.1      Each proposer shall carefully examine all RFQ documents and thoroughly familiarize itself with all requirements prior to submitting a proposal to ensure that the proposal meets the intent of this RFQ.
- 3.2      Before submitting a proposal, each proposer shall be responsible for making all investigations and examinations that are necessary to ascertain conditions and requirements affecting the requirements of this RFQ. Failure to make such investigations and examinations shall not relieve the proposer from obligation to comply, in every detail, with all provisions and requirements of the Request for Qualifications.
- 3.3      To facilitate the clarification of requirements, please direct all questions concerning this RFQ to Amanda Freeland, Contract Administrator, by way of email to [amanda.freeland@txkusa.org](mailto:amanda.freeland@txkusa.org). Responses to questions, if any, will be posted on the City's website. The deadline for any questions will be Thursday, October 27<sup>th</sup>, 2022, at 4:00 p.m.

### **4**      **ABOUT THIS DOCUMENT**

This document is a Request for Qualifications. It differs from an Invitation for Bid in that the City of Texarkana, Texas is **seeking a solution and qualifications**, as described in the following General Requirements section, **not a Bid** meeting specification for the lowest price. Since price is not the main consideration, qualifications and solutions will be considered. Proposals will be evaluated based upon criteria formulated. Those criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. A contract will be awarded to a qualified proposer submitting the best proposal. **The City reserves the right to select, and subsequently recommend for an award, the proposed service which best meets its required needs and quality levels.**

### **5**      **SUBMISSIONS**

Submissions should be limited to 25 pages, using 8.5" x 11" single sided paper. Responses must be submitted to the City of Texarkana, Texas – City Hall, 220 Texas Blvd, Texarkana, Texas, 1<sup>st</sup> floor Kiosk or 4<sup>th</sup> Floor Public Works and Contract Department Office no later than **2:00 p.m. on, Thursday, November 10<sup>th</sup>, 2022**. At total of six (6) hard copies of the Request for Qualifications (RFQ) package must be submitted to the City in a sealed envelope marked "RFQ 23-1901-01 Engineering Services for Street Reconstruction on Moores Lane and Galleria Oaks". Each firm will clearly state that they are qualified to supply the City with all services listed in the terms and conditions below.

**6**      **SELECTION CRITERIA**

**5.1**      **SCORING**

<b>CRITERIA</b>	<b>Max</b>	<b>Score</b>
	<b>Points</b>	
Firm’s Organization & Qualifications	20	_____
Experience on Similar/Past City Projects	20	_____
Sub-Team Organization and Qualifications	20	_____
Sub-Team Experience on Similar/Past Projects	20	_____
Capacity and Timeliness to Perform Work	10	_____
Overall Responsiveness to RFQ	10	_____
<b>Total Points</b>	<b>100</b>	_____

**7**      **SCHEDULE OF EVENTS (subject to change)**

6.1	RFQ Release and Advertisement	October 14 <sup>th</sup> , 2022
6.2	Pre-bid Meeting	October 26 <sup>th</sup> , 2022
6.3	Question and Answer Ends	October 27 <sup>th</sup> , 2022
6.3	RFQ Due	November 10 <sup>th</sup> , 2022
6.4	City Council Meeting	December 12 <sup>th</sup> , 2022
6.5	Anticipated Contract Award	December 19 <sup>th</sup> , 2022

*The City reserves the right to modify this schedule as required.*

## **II. GENERAL REQUIREMENTS**

### **1 INTENT**

The intent of this Request for Qualifications (RFQ) is to provide Firms with sufficient information to prepare a proposal. The City is looking for someone who is familiar with the City of Texarkana, Texas specifications for Street Construction, as well as specific knowledge and experience of all aspects of municipal street design.

## **III. INDEPENDENT CONTRACTOR RELATIONSHIP**

In the performance of Services hereunder, the PROPOSER shall be an independent contractor with the authority to control and direct the performance of the details of Services and its own means and methods. The PROPOSER shall not be considered a partner, affiliate, agent, or employee of the City and shall in no way have any authority to bind the City to any obligation.

## **IV. INDEMNIFICATION**

**TO THE FULLEST EXTENT PERMITTED BY LAW, THE PROPOSER SHALL INDEMNIFY AND HOLD HARMLESS THE CITY OF TEXARKANA, TEXAS AND ITS BOARD, DIRECTORS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES, (COLLECTIVELY, THE "INDEMNITEES", FROM AND AGAINST CLAIMS, LOSSES, DAMAGES, DEMANDS, SUITS, CAUSES OF ACTION, SETTLEMENTS, LIABILITIES, COSTS, FINES, JUDGMENTS, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE AND NECESSARY COURT COSTS, EXPERTS' FEES AND ATTORNEY'S FEES) (COLLECTIBELY, "LOSSES"), ARISING IN FAVOR OF OR BROUGHT BY ANY THIRD PARTY, TO THE EXTENT CAUSES BY OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER, COMMITTED BY PROPOSER, ITS AGENT, ITS CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH THE PROPOSER EXERCISES CONTROL, UNTER OR IN CONECTION WITH THIS AGREEMENT OR ANY WORK ORDER, EVEN IF SUCH LOSSES ARE CAUSED IN PART BY THE NEGLIGENCE OR FAULT, BREACH OR VIOLATION OF STATUTE, ORDINANCE, GOVERNMENTAL, REGULATION, STANDARD OR RULE OR BREACH OF CONTRACT OF AN INDEMNITEE OR ANY THIRD PARTY UNDER THE AGENT OR EMPLOYEE OR SUBCONTRACTORS OF ANY TIER.**

## **V: LIMITATION OF LIABILITY**

1. Neither Party hereto shall be liable to the other Party or its affiliates for any loss of profit, loss of revenue, loss of use or any other indirect, consequential, or special damages excluding fines and penalties levied by the regulatory agency, even if caused by the sole or concurrent negligence of a party, whether active or passive, and even if advised of the possibility thereof.
2. Nothing herein shall be construed as creating any personal liability on the part of any board member, any officer, employee or agent of the City of Texarkana, Texas.

## **VI. INSURANCE REQUIREMENTS**

Prior to the award of this contract by the City and before commencing work, the successful proposer shall be required, at his own expense, to furnish the City of Texarkana, Texas, Contract Administrator within ten (10) days of notification of award with certified copies of all insurance certificates showing the following insurance coverage to be in force throughout the term of the contract. The City shall have no duty to pay or perform under this contract until such certificate has been delivered to and approved by the City and no officer or employee of the City shall have authority to waive this requirement without written approval from the City Manager.

COVERAGE	LIMITS
A. Commercial General Liability Insurance	- \$1,000,000 each occurrence
B. Worker's Compensations	- As required by Texas Law
C. Automobile Liability	- \$1,000,000 combined single limit

## **VII. ELEMENTS AND SCOPE OF WORK**

### **General Description of Services**

Provide all basis of qualifications and competence for the general engineering, consulting, research, and reporting services related to support of Owner's Street Reconstruction of Moores Lane and Galleria Oaks. Map is attached showing project limits.

### **Services Needed:**

1. Design Development and Construction Documents
  - a. Provide any necessary boundary and topographic surveying of existing conditions
  - b. Provide Geotechnical Report
    - Analysis of Existing Soil Conditions
    - Perform Pavement and subgrade design
      - Rigid Pavement Design
      - Flexible Pavement Design
  - c. Provide set of construction plans (paving and grading, demolition, traffic control/construction phasing, erosion control, etc.)
    - Basis of project is to reconstruct existing 37' concrete streets with sidewalks
    - Look at alternative to shared use path along Galleria Oaks
    - Analyze drainage system at Summerhill and Moores Lane and come up with alternatives to improve flooding at this location
    - Extend walking trail from Galleria to existing trail behind tourist bureau
      - Will need ROW survey completed for this and any easement documents prepared
      - Possible signalization improvements for pedestrians at Summerhill Rd which will require TxDOT Coordination

- d. Prepare Probable Construction Cost
- e. Prepare Contract Documents (City will provide a copy of our contract documents)
2. Time for Rendering Services
  - a. Provide accurate & obtainable time schedule for beginning and completion of Construction Documents
3. Assist Owner with bidding process.
  - a. Will attend pre-bid meeting
  - b. Answer questions during bid process
4. Assist Owner during construction phase

## **VIII. TERMS AND CONDITIONS FOR PROPOSAL**

The City reserves the right to reject any or all responses to the RFQ, to advertise for new responses, or to accept any response deemed to be in the best interest of the City. A response to this RFQ should not be construed as a contract or an indication of a commitment of any kind on the part of the City, nor does it commit either to pay for costs incurred in the submission of a response to this request or for any cost incurred prior to the execution of a final contract.

Upon selection a contract shall be prepared, negotiated, and fully executed before work is initiated. The City reserves the right to dismiss any part or all of the contracted team when, in the City's opinion, the project is not moving as scheduled or is hindered in any way by the actions or personalities of team members.

Qualifications packages should include, but not be limited to, information on the following evaluation criteria:

Specific Requirements. At a minimum, each submission must be arranged according to the following outline:

1. Title Sheet: The title sheet must provide the name(s) of the team submitting with the name of the primary contact clearly identified.
2. Cover Letter: The cover letter must indicate the composition of the entire team including the Principal in Charge, Project Manager, and support team.
3. Table of Contents
4. Provide a list of current active projects, including the name, type of project, location, firm's role in the project and status of the project.
5. Summary of firm's background and focus.
6. Provide a minimum of three (3) and a maximum of five (5) representative completed projects. Each past performance project description should also contain:
  - a. Location;
  - b. Client;
  - c. Date of project involvement;
  - i. Project description including illustrative materials and a written description of why this example is relevant to this master planning project;

- d. Probable cost and scope of the project;
  - e. Specific services performed by the firm.
7. Public engagement approach. List at least three innovative public engagement activities utilized in past projects.
  8. Team Composition: provide names, titles and qualifications of individuals who will be assigned to the project. This section of the response should include descriptions of the respective roles that will be played by team members. Discuss the experiences of team members on the example projects referred to above. A resume (no more than one-page in length) should be included for key team members in an addendum to the response.
  9. Professional References: List a minimum of three (3) references for each firm. List references for the example projects. For each reference list the contact's name, address, phone number and relationship to the firm.
  10. Statement of Philosophy and Project Understanding: Provide a concise statement (one page) outlining the philosophy of the team in approaching projects of this nature and the team's grasp of issues and goals to address in the study.
  11. Evidence of professional licensing in Texas.
  12. Draft of typical professional services agreement (PSA) terms and conditions.

Specific Requirements. At a minimum, each submission must be arranged according to the following outline:

13. Title Sheet: The title sheet must provide the name(s) of the team submitting with the name of the primary contact clearly identified.
14. Cover Letter: The cover letter must indicate the composition of the entire team including the Principal in Charge, Project Manager, and support team.
15. Table of Contents
16. Provide a list of current active projects, including the name, type of project, location, firm's role in the project and status of the project.
17. Summary of firm's background and focus.
18. Provide a minimum of three (3) and a maximum of five (5) representative completed projects. Each past performance project description should also contain:
  - a. Location;
  - b. Client;
  - c. Date of project involvement;
  - i. Project description including illustrative materials and a written description of why this example is relevant to this master planning project;
  - d. Probable cost and scope of the project;
  - e. Specific services performed by the firm.
19. Public engagement approach. List at least three innovative public engagement activities utilized in past projects.
20. Team Composition: provide names, titles and qualifications of individuals who will be assigned to the project. This section of the response should include descriptions of the respective roles that will be played by team members. Discuss the experiences of team members on the example projects referred to above. A resume (no more than one-page in length) should be included for key team members in an addendum to the response.



21. Professional References: List a minimum of three (3) references for each firm. List references for the example projects. For each reference list the contact's name, address, phone number and relationship to the firm.
22. Statement of Philosophy and Project Understanding: Provide a concise statement (one page) outlining the philosophy of the team in approaching projects of this nature and the team's grasp of issues and goals to address in the study.
23. Evidence of professional licensing in Texas.
24. Draft of typical professional services agreement (PSA) terms and conditions.

## **GENERAL TERMS AND CONDITIONS**

**\*\*\*\* PLEASE READ CAREFULLY \*\*\*\***

THESE GENERAL CONDITIONS APPLY TO ALL BIDS AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY BID SUBMITTED AND SUBSEQUENT PURCHASE ORDER OR CONTRACT. THE CITY SHALL MEAN THE CITY OF TEXARKANA, TEXAS.

1. **REQUIRED INFORMATION:** The bid form section of the bid packet must be completed prior to the date and time set for the bid opening and included with the bid packet or the vendor will be found non-responsive.
2. **INSTRUCTIONS:** These instructions apply to all quotations and become a part of terms and conditions of any bid packet submitted and subsequent purchase order or contract.
3. **ERROR-QUANTITY:** Bid price must be submitted on units of quantity specified, extend, and total shown. In the event of discrepancies in extensions, the unit price shall govern.
4. **AWARD:** The City of Texarkana, Texas reserves the right to accept or reject any and all bids in whole or in part and waive any minor technicality and enter into contract deemed to provide the **best value** to the City.

The City of Texarkana, Texas reserves the right to award a separate contract to separate vendors for each item/group or to award one contract for the entire bid.

4.1 The contract may be awarded either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Texarkana, Texas. In determining the best value for the City of Texarkana, Texas, the City may consider:

- (a) The purchase price;
- (b) The reputation of the bidder and of the bidder's goods or services;
- (c) The quality of the bidder's goods or services;
- (d) The extent to which the goods or services meet the City's needs;
- (e) The bidder's past relationship with the City;
- (f) The impact on the ability of the City to comply with laws and rules relating to contracting with Historically Underutilized Businesses and non-profit organizations employing persons with disabilities;
- (g) The total long-term cost to the City to acquire goods or services; and
- (h) Any relevant criteria specifically listed in the Invitation to Bid.

4.2 All bids are evaluated for compliance with specifications before the bid price is considered. Failure to comply with the listed General Conditions may result in disqualification of bid.

4.3 In case of tie bids, preference will be given to local bidders.

4.4 Any contract made, or purchase order issued, as a result of this Invitation to Bid, shall be entered into in the State of Texas and under the laws of the State of Texas. In connection with the performance of work, the Bidder agrees to comply with the Fair Labor Standard Act, Equal Opportunity Employment Act, and all other applicable Federal, State, and Local laws, regulations, and executive orders to the extent that the same may be applicable.

Responsible Bidder Criteria: The City shall consider only responsible Bidders. Responsible Bidders are those that have, in the sole judgment of the City, the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City may also consider references and financial stability in determining a responsible Bidder.

5. **INVOICES:** Invoices shall be submitted by the successful bidder to the City of Texarkana, Texas, Public Works and Contracts Department, 220 Texas Blvd-4<sup>th</sup> Floor, Texarkana, Texas 75501.
6. **PAYMENT TERMS:** Net 30 days.
7. **TAXES:** The City of Texarkana, Texas is exempt from Federal Manufacturer's excise and state sales tax. Tax must not be included in bid. Tax exemption certificates will be executed by the City and furnished upon request.
8. **DELIVERY PROMISE:** Bids must show the number of calendar days required to place the materials in the possession of the City. Do not quote shipping dates.
9. **FUNDING:** The City of Texarkana, Texas is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis; accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
10. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole, or part, without the prior written consent of the Public Works and Contracts Department.
11. **LATE BIDS:** Bid packets received after submission deadline shall be returned unopened and will be considered void and unacceptable. The City of Texarkana, Texas is not responsible for the lateness of mail carrier, weather conditions, etc.
12. **ALTERING BIDS:** Bid prices cannot be altered or amended after submission deadline. Any interlineation alteration or erasure made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.
13. **WITHDRAWAL OF BIDS:** A bid price may not be withdrawn or canceled by the bidder for a period of ninety (90) days following the date designated for the receipt of bids without written approval of Public Works and Contracts Department Director, and bidder so agrees upon submittal of bid.
14. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City of Texarkana, Texas.
15. **ADDENDA:** Any interpretations, corrections or changes to this bid packet will be made by addenda. Sole issuing authority shall be vested in the City of Texarkana, Texas Public Works and Contracts Department. Addenda will be sent to all who are known to have received a copy of this bid packet. If the addenda contain changes to the "specification" or "bid form", bidders shall acknowledge receipt of all addenda, or they will be declared non-responsive.
16. **Contractor shall release, defend, indemnify and hold harmless the City** and its officers, agents and employees from and against all damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable

attorney's fees and expenses, in any way arising out of, related to, or resulting from the performance of the work or caused by the negligent act or omission of contractor, its officers, agents, employees, subcontractors, licensees, invitees or any other third parties for whom contractor is legally responsible (hereinafter "claims"). Contractor is expressly required to defend City against all such claims.

In its sole discretion, City shall have the right to select or to approve defense counsel to be retained by contractor in fulfilling its obligation hereunder to defend and indemnify City, unless such right is expressly waived by City in writing. City reserves the right to provide a portion or its own entire defense; however, City is under no obligation to do so. Any such action by City is not to be construed as a waiver of contractor's obligation to defend City or as a waiver of contractor's obligation to indemnify City pursuant to this contract. Contractor shall retain City approved defense counsel within seven (7) business days of City's written notice that City is invoking its right to indemnification under this contract. If contractor fails to retain counsel within such period, City shall have the right to retain defense council on its own behalf, and contractor shall be liable for all costs incurred by City.

17. **TERMINATION:** The City of Texarkana, Texas reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to 1) meet delivery schedules or 2) otherwise perform in accordance with these specifications or 3) the City of Texarkana may terminate this contract for any reason with 30 days written notice.
18. **VENUE:** This agreement will be governed and constructed according to the laws of the State of Texas. This agreement is performable in Bowie County, Texas.
19. **NO PROHIBITED INTEREST:** Bidder acknowledges and represents that they are aware of the laws, City charter, and City code of conduct regarding conflicts of interest. The City charter states that "no officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, nor shall be financially interested, directly or indirectly, in the sale to the City of any land, or rights or interest in any land, materials, supplies or service".
20. **PREPARATION COST:** The City will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to any bid, quotation, or proposal.
21. **MINOR DEFECT:** The City reserves the right to waive any minor defect, irregularity, or informality in any bid. The City may also reject any or all bids without cause prior to award.
22. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However, the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive. The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Texarkana, Texas Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract

documents. The City will notify the successful bidder upon award of the Contract and, according to state law; all bids received will be available for inspection at that time.

23. **FORCE MAJEURE:** Neither party shall be held responsible for losses or damages hereunder or for any failure or delay in performing an obligation under this Agreement if the fulfillment of any terms of provisions of the contract is delayed or prevented beyond its reasonable control by strike, walkouts, acts of God, or public enemy, fire, flood, riots war, terrorist act, epidemic, pandemic, quarantine, governmental acts or omissions, or changes in laws or regulations.

For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder.

24. **PRICE:** The price or prices for the work shall include full compensation for all taxes, permits, etc. that the bidder is or may be required to pay.
25. **CONFLICT OF INTEREST:** The bidder shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Texarkana, Texas.

By signing and executing this bid, the bidder certifies and represents to the City the bidder has not offered, conferred, or agreed to confer any pecuniary benefit or other thing of value for the receipt of special treatment, advantage, information, recipient's decision, opinion, recommendation, vote or any other exercise of discretion concerning this bid.

26. **PERMITS:** Successful bidder is responsible for obtaining any and all City permits when job requires.
27. **CONFLICT OF INTEREST DISCLOSURE:** Disclosure requirements of potential conflicts of interest involving counties, cities, and other local government entities must be filed after January 1, 2006. The disclosures must be filed by vendors or potential vendors to local government entities. The new requirements are set forth in a new Chapter 176 of the Texas Local Government Code added by H.B. No. 914 of the last Texas Legislature.

A "local government entity" includes counties, municipalities, school districts, and other political subdivisions of the state or any entity to which a member is appointed by a county commissioner's court or the mayor or governing body of a municipality. A "local government officer" means a member of the governing body of a local government entity and the person designated as the chief executive officer of the local government entity.

Companies and individuals who contract, or seek to contract, with the City of Texarkana, Texas and its agents (including employees involved in the business with the entity) must file with the City Secretary's Office at 220 Texas Blvd., 2<sup>nd</sup> Floor (City Manager's Office), Texarkana, Texas 75501, a Conflict-of-Interest Questionnaire that describes, among other things, affiliations or business relationships with City of Texarkana, Texas officers, or certain family members or other

businesses of the City of Texarkana, Texas officer, and certain employees or other contractors of the City of Texarkana, Texas with which such persons do business.

The new requirements are in addition to any other disclosures required by law. The dates for filing disclosure statements begin on January 1, 2006. A violation of the filing requirements is a Class C misdemeanor.

The Conflict-of-Interest Questionnaire (Form CIQ) may be downloaded from [http://www.ethics.state.tx.us/conflict\\_forms.htm](http://www.ethics.state.tx.us/conflict_forms.htm).

28. **Disclosing "Interested Parties" to a Contract, HB1295:** A governmental entity (the City) or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

"controlling interest" means: (1) an ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock or otherwise that exceeds 10%; (2) membership on a board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members; or (3) service as an officer of business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers.

"Interested party" means a person who has a controlling interest in the business entity with whom a governmental entity or state agency contracts or who actively participated in facilitating the contract or negotiating the terms of the contract, including a broker, intermediary, adviser, or attorney for the business entity.

The disclosure of interested parties must be submitted on a form prescribed by the Texas Ethics Commission that includes:

- (1) A list of each interested party for the contract of which the contracting business entity is aware; and
- (2) The signature of the authorized agent of the contracting business entity, acknowledging that the disclosure is made under oath and under penalty of perjury.

A copy of this form can be found on the Texas Ethics Commission website with instructions. <https://www.ethics.state.tx.us/tec/1295-info.htm>

**CITY OF TEXARKANA  
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 Texarkana, I will be able to, within ten (10) days after being notified of such award, furnish a valid insurance certificate to the City meeting all of the requirements defined in this bid.

\_\_\_\_\_  
Agent (Signature)

\_\_\_\_\_  
Agent (Print)

Name of Agency/Broker: \_\_\_\_\_

Address of Agent/Broker: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

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

CONTRACTOR'S NAME: \_\_\_\_\_  
(Print or Type)

**NOTE TO AGENT/BROKER**  
If this requirement is not met, the City has the right to reject this bid and award the contract to another meeting the specifications. If you have any questions, please contact the City of Texarkana at (903) 798-3948.

**The City revised its Request for Qualifications (RFQ) template to include the following wording related to Historically Underutilized Businesses (HUB's):**

The City hereby notifies all respondents that in regard to any contract entered into pursuant to this RFQ; Historically Underutilized Businesses (HUB's) will be afforded equal opportunities to submit proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.

**The City revised its Purchasing Policy to include the following wording related to Historically Underutilized Businesses (HUB's):**

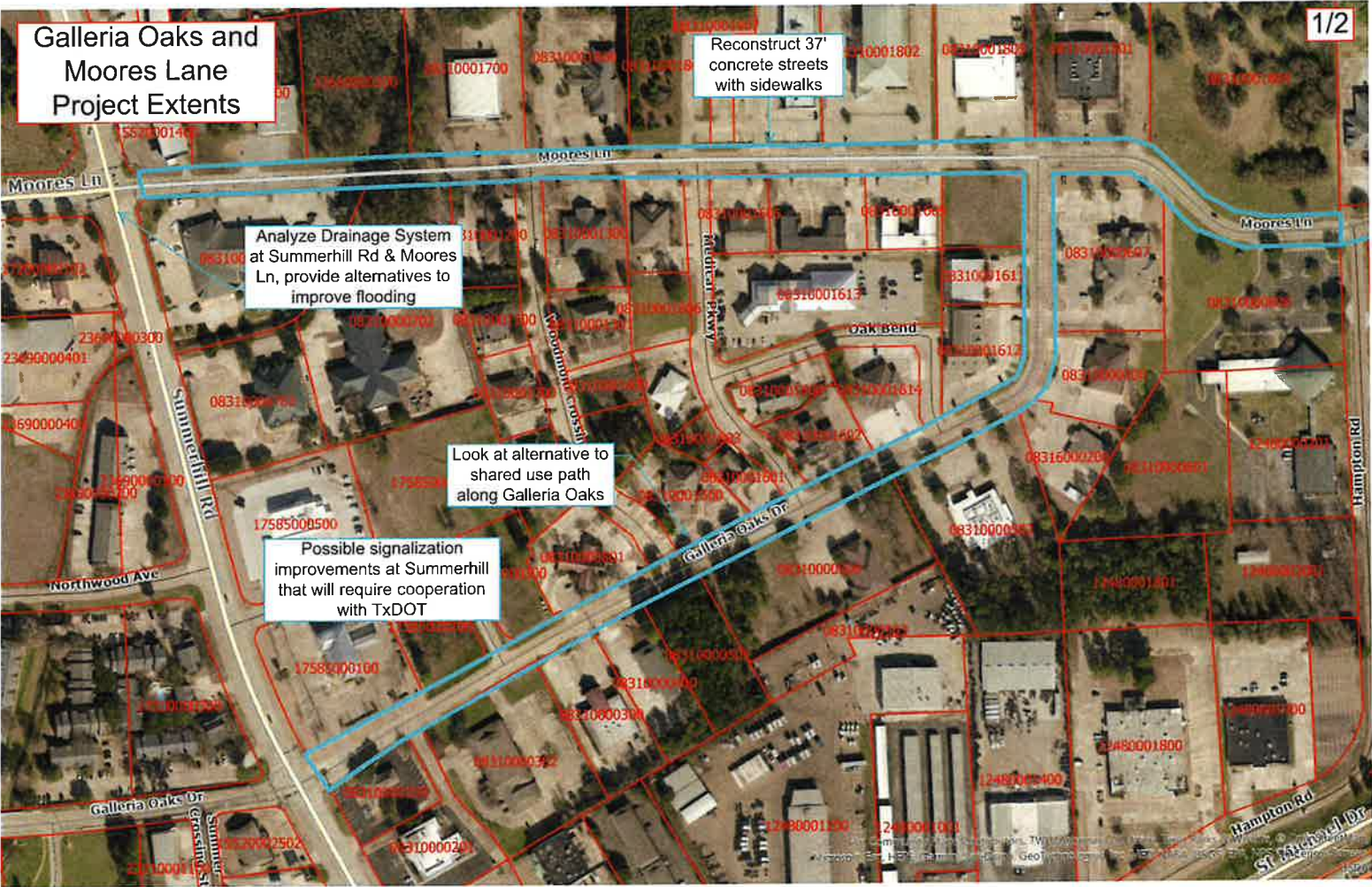
Local Government Code Chapter 252.0215 Competitive Bidding in Relation to Historically Underutilized Business, states that a municipality, in making an expenditure of more than \$3,000 but less than \$50,000, shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.

A HUB is defined as a small business concern which is at least 51% owned and controlled by one or more socially and economically disadvantaged individuals, or in the case of any publicly owned business, at least 51% of the stock of which is owned by one or more socially and economically disadvantaged individuals. Socially and economically disadvantaged include Women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, and Asian-Indian Americans.





# Galleria Oaks and Moores Lane Project Extents



Reconstruct 37' concrete streets with sidewalks

Analyze Drainage System at Summerhill Rd & Moores Ln, provide alternatives to improve flooding

Look at alternative to shared use path along Galleria Oaks

Possible signalization improvements at Summerhill that will require cooperation with TxDOT

Moores Ln  
Summerhill Rd  
Galleria Oaks Dr  
Hampton Rd  
Northwood Ave  
Oak Bend  
Medical Pkwy  
St. Marys Rd