

THE WOODLANDS TOWNSHIP
THE WOODLANDS, TEXAS



REQUEST FOR QUALIFICATIONS (RFQ)

MATERIAL TESTING

Contract- C - 2023-0243

Due Date/Time: August 18, 2023 at 1:00 PM

**The Woodlands Township
Chris Nunes, CPRE
Chief Operating Officer
2801 Technology Forest Dr
The Woodlands, TX 77381**

OVERALL SCOPE: The Woodlands Township is seeking to secure one or more Consultants that can assist with various materials testing needs that arise on projects for a period of 36 months (October 2023-September 2026). The most highly qualified Consultant(s) will be selected for a Master Professional Services Agreement that may be renewed annually, after the initial term, from which work orders for specific project assignments will be issued.

ABOUT THE WOODLANDS TOWNSHIP:

The Woodlands was established in 1974 by George Mitchell as a master-planned community spanning 28,000 acres approximately 27 miles north of Houston, Texas. The Woodlands Township is a special purpose district that includes eight residential villages and a central mixed-use district, Town Center, featuring a wide variety of commercial, retail, and urban amenities. The Woodlands Township encompasses unincorporated land spanning two counties. Seven of the villages and the Town Center are in Montgomery County. The eighth village, Creekside Park, is in Harris County. The Township provides quasi- governmental & municipal type services to approximately 118,000 residents and over 35,000 single-family residences and is projected to grow to approximately 125,000. The Woodlands is approximately 44 square miles in size.

NEED FOR SERVICES

The Woodlands Township routinely has a variety of construction projects which are aimed to benefit the community's overall quality of life. Projects that routinely require testing services include but are not limited to: parking lot expansion, materials testing, compaction proctoring. Please note there are no guarantees in regard to the amount of work that will be obtained as a result of this contract.

REFINED SCOPE: Consultant shall provide materials testing services on an on-call basis for specific projects. Services shall consist of testing typically required for the construction or investigation of the public facilities, structures and other projects as needed. Testing may include, but is not limited to:

- Soils
- Base Materials
- Flexible base stockpiles
- Aggregate
- Concrete
- Asphaltic Concrete
- Portland cement
- Masonry
- Coring Services
- Structural Steel
- Coating systems
- Non-Destructive Testing, including ground penetrating radar/geophysical survey
- Accessibility Inspections
- Special Inspections
- Other testing services, as required/requested.

Consultant may be required to perform site visits, document site observations, participate in progress meetings, verify compliance with specifications, flag nonconforming test results, and provide other services to support construction quality assurance.

NOTICE TO PROSPECTIVE RESPONDENTS

- The Woodlands Township reserves the right to reject any or all submittals, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced or conditional submittals and to reject the submittals of any responding firm if the Township believes that it would not be in the best interest of the Township to invite that firm to submit a bid, whether because the submittal is non responsive or the firm is unqualified or has doubtful financial ability or fails to meet any other pertinent standard or criteria established by the Township.
- Please be advised [that in accordance with State of Texas Local Government Code Chapter 176, all responding firms must submit Form CIQ with the submission.](#)
- During this qualifications process, no agent, employee, or owner of the submitting firm shall contact any Director, employee, or agent of The Woodlands Township except those designated in this RFQ or subsequent addenda or related correspondence. All questions regarding the RFQ are to be submitted in writing to Chris Nunes, CPRE, Chief Operating Officer, via email at cnunes@thewoodlandstownship-tx.gov.
- All questions must be submitted by August 11, 2023 at 1:00 pm CST. Non-compliance with this provision may result in rejection of the firm's submittal. Any material information provided by the Township in response to questions about the RFQ will be posted on the Township's website by addenda as a Notice to All Potential Respondents www.thewoodlandstownship-tx.gov/bids.
- The Township accepts no liability for the costs and expenses associated with this RFQ process incurred by the Submitter. Each Submitter cannot make any claims whatsoever for reimbursement from the Township for the costs and expenses associated with the solicitation process.
- Fees, prices, work hours, or any other cost information related will not be considered as part of this RFQ process, due to its prohibition under Texas Revised Statutes 2254 A.

PROJECTED TIMELINE

- Late July - Release RFQ
- August 18, 2023 at 1:00 PM - RFQ Statements Due
- September 2023 - Township Board of Directors Review Evaluation Team's recommendation and selects short list
- October 2023 - September 2026- Selected firm(s) begins work

SUBMITTAL FORMAT

Each submittal of a Request for Qualifications shall be typewritten, single spaced, and submitted on 8 ½" x 11" white paper. Five (5) copies of the submittal must be provided (unless submitted electronically) including one unbound copy suitable for photocopying and/or scanning. Please follow page limit guidelines per section. Electronic submittals must be in .pdf format. The Woodlands Township will not be responsible for any delays in transmission or filtering programs that may cause electronic submissions to not be received. It is the responsibility of the responder to ensure that the Request for Qualifications is received by the date and the time specified.

SUBMITTAL REQUIREMENTS

Firms will be evaluated not only on their experience for the type of work involved, but also on their ability to address issues critical to the success of the project requirements outlined in the RFQ document and the Selection Criteria. All Requests for Qualifications become property of The

Woodlands Township upon receipt and will not be returned. The Woodlands Township is subject to the State of Texas Open Records Act.

Requests for Qualifications should contain, at a minimum, the following:

A. FIRM INTRODUCTION (5 points, 2 page maximum)

Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm (including staff's certifications), include multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core team which will undertake this engagement.

B. FIRM'S MATERIALS TESTING FACILITY CERTIFICATIONS, EQUIPMENT, TESTING CAPABILITIES, AND TESTING METHODS (25 points, 2 page maximum)

Describe the Firm's certified testing capabilities, available equipment, calibration procedures, etc. Also, indicate whether the test facilities and/or test methods are accredited or certified by one of the accreditation agencies (CCRL, AASHTO, AZLA, etc.). Please note, a Firm does not have to be proficient in all desired testing services identified. Respondents should clearly indicate which services are available.

C. EXPERIENCE OF THE FIRM WITH SIMILAR WORK (10 points, 4 page maximum)

The Woodlands Township is interested in the Firm's history with similar projects as described in the solicitation. Include history of work performed for other governmental or public entities. **List no more than five projects meeting these criteria which have been completed within the last five years.** Include for each the project description, the firm's role, relevant staff on the organizational chart who participated in the project and their roles, the cost of the project, year(s) the work was performed, and name and contact information of the project client's contact who can respond to questions about the work. These projects may be representative of either the Respondent or proposed subconsultants—please specify to whom they are relevant. Include explanation of how these projects are relevant to this solicitation.

D. PROPOSED PROJECT MANAGER (15 points, 1 page maximum)

The Woodlands Township is interested in the individual's experience as a project manager on projects similar to that described in the solicitation. Only one individual should be designated as Project Manager and must be a licensed engineer in the State of Texas at the time of submission and must be employed by the Respondent and not by a proposed sub-consultant. Demonstrate project management experience, technical competency, qualifications and compliance with legal requirements including:

- (i) documented experience managing projects similar to the work described in the solicitation;
- (ii) descriptions and examples of specific projects or studies of a similar nature completed by the individual as described in the solicitation and their role in the work (minimum three (3), five (5) preferred);
- (iii) educational background;
- (iv) license status, to include Texas registration number and expiration date;
- (v) formal project management training plus any certifications and/or accreditations received from organizations such as the Project Management Institute (preferred, not required); other credentials relevant to the engineering profession, such as Certified Floodplain Manager; and
- (vi) availability and other commitments (specific projects including role on, and duration of

each) over next 36 months.

E. PROPOSED LEAD TECHNICAL PROFESSIONAL (15 points, 1 page maximum)

Lead Technical Professional is the individual responsible for the technical work products and may be the same as the Project Manager or a separate individual. If Lead Technical Professional is the same as the proposed Project Manager, please clearly denote that on Firm's RFQ. The Woodlands Township is interested in the individual's experience as a Lead Technical Professional on projects similar to that described in the solicitation. Lead Technical Professional must be a licensed engineer in the State of Texas at the time of submission and must be employed by the Firm and not by a sub-consultant. Demonstrate relevant technical competency, qualifications and compliance with legal requirements including:

- (i) documented experience on projects similar to the work described in the solicitation;
- (ii) descriptions and examples of specific projects or studies of a similar nature by the individual as described in the solicitation and their role in the work (minimum three (3), five (5) preferred);
- (iii) educational background;
- (iv) license status, to include Texas registration number and expiration date;
- (v) technical publications including books, papers or presentations; and
- (vi) availability and other commitments (specific projects including role on, and duration of each) over next 36 months.

F. SUPPORT PERSONNEL EXPERIENCE (20 points, 1 page maximum)

The Woodlands Township is interested in the technical qualifications and experience of the individual project team members of the Firm who will support the Project Manager. Demonstrate technical competency and qualifications in list format with the following information:

- (i) proposed role on project;
- (ii) location;
- (iii) years of experience;
- (iv) educational background;
- (v) license status, to include Texas registration number and expiration date where applicable; and
- (vi) summary of relevant experience.

G. ABILITY TO RESPOND PROMPTLY TO THE WOODLANDS TOWNSHIP'S REQUESTS FOR SERVICES (10 points, 1 page maximum)

Describe the Firm's procedures and ability to respond to work requests for both scheduled and emergency-type services.

H. COMMENTS/CHANGE REQUESTS TO STANDARD FORM OF AGREEMENT

A copy of The Woodlands Township's Professional Services Agreement is attached to the RFQ. The Woodlands Township retains the right to revise the Professional Services Agreement in order to comply with legal or regulatory requirements. Please provide any comments or change requests to the Agreement with the RFQ submittal. Failure to submit requested changes will affirm the Firm's willingness to execute the Agreement without modification.

I. LITIGATION DISCLOSURE

Disclose any known claims for losses, damages, or indemnification, including any settled,

threatened, or ongoing litigation, against the Respondent, any employee or former employee of the respondent, and/or any proposed sub-consultant of the respondent, arising or occurring within the last 6 years. The Woodlands Township reserves the right to disqualify any Firms and/or sub-consultants based on potential or perceived conflicts of interest related to prior and ongoing claims or litigation involving The Woodlands Township.

J. EVALUATION OF SUBMITTALS

All submittals pursuant to this RFQ must be received by the Township no later than the date specified as the deadline for submission.

The President/Chief Executive Officer of The Woodlands Township will appoint the Evaluation Team for this Request for Qualifications. The Team shall consist of no less than three (3) employees of the Township. The Team will consist of at least one professional in the scope of work required, at least one representative from the department executing the project, and one member of the Executive Management Team. Other members may be appointed as necessary and appropriate, but the total number of persons on the Evaluation Team will not exceed five (5) persons. However, this structure is not binding. The highest scoring firm(s) will then be considered qualified and invited to submit a bid(s) if they so choose.

The Evaluation Team will evaluate the qualified responses/requests for qualifications. Responses will be ranked based on demonstrated experience, competence, references, financial capability and what is considered to be in the best interest of the Township.

The Woodlands Township reserves the right to reject any or all submittals, to waive any informality or irregularity in any submittal received, and to be the sole judge of the merits of the respective Request for Qualifications submittals received.

Submittals will be evaluated on a basis of 100 possible points, as indicated below.

- I. (5 points) Firm Introduction
- II. (25 points) Firm's material testing facility certifications, equipment, testing capabilities, and testing methods
- III. (10 points) Experience of the firm with similar work
- IV. (15 points) Proposed Project Manager
- V. (15 points) Proposed Lead Technical Professional
- VI. (20 points) Support Personnel Experience
- VII. (10 points) Ability to respond promptly to The Woodlands Township's requests for services

The Township may, at its discretion, develop a "short-list" of the most qualified teams based on their submittals and may arrange for interviews before final selection.

The Evaluation Team will submit its short-list recommendations to the President/Chief Executive Officer who will present their recommendation to the Township's Board of Directors.

K. INTERVIEWS

After the written qualifications are received and initially evaluated, The Woodlands Township may require one or more of the respondents to provide an oral presentation as a supplement to

their statements. Any respondents required to interview should be prepared to discuss and substantiate any area of their qualifications. The Woodlands Township is under no obligation to grant interviews to any respondents.

L. SUBMITTAL DEADLINE

Submittals shall be tightly sealed in an opaque envelope or box and plainly marked with the RFQ number, RFQ Name, RFQ Due Date, and the Respondent's Name and Address and shall be addressed to:

The Woodlands Township
Attn: Chris Nunes, Chief Operating Officer
2801 Technology Forest Dr.
The Woodlands, Texas 77381
cnunes@thewoodlandstowship-tx.gov

All submissions must be received (mailed, hand delivered or emailed) by August 18, 2023 at 1:00 p.m. CST. Email Requests for Qualifications will be accepted, but The Woodlands Township will not be responsible for any delays in transmission or filtering programs that may cause electronic submissions to not be received. It is the responsibility of the responder to ensure that the Request for Qualifications is received by the date and the time specified. The Township will not accept any responsibility for submissions not being received or being delivered by third party carriers.

The Woodlands Township will not accept any submissions received after the stated time and date and shall return such submissions unopened to the Respondent.

Submissions will not be opened in a public manner. A list of Respondents will be posted on the Township website.

Submissions During Time of Inclement Weather, Disaster, or Emergency: In case of inclement weather or any other unforeseen event causing the Township to close for business on the date of a bid/proposal/Request for Qualifications submission deadline, the closing will automatically be postponed until the next business day that the Township offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the Township may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the Township of their interest in the project should these conditions impact their ability to submit a bid/proposal/Request for Qualifications submission before the stated deadline. The Township reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal Township processes, and bid/proposal/Request for Qualifications submissions cannot be received by the Township's office by the exact time specified in the RFQ and urgent Township requirements preclude amendment to the RFQ, the time specified for receipt of Requests for Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal Township processes resume.

SIGNATURE PAGE

By submitting a response to this solicitation, the undersigned certifies that at the time of submission, he/she is not on the Federal Government's list of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal/qualifications submission and time of award, the undersigned will notify The Woodlands Township. Failure to do so may result in terminating consideration of the Respondent.

The undersigned affirms that they are duly authorized to execute any resulting contract, that this company, corporation, firm, partnership or individual has not prepared this Request for Qualifications in collusion with any other Respondent, and that the contents of this Request for Qualifications as to prices, terms or conditions of said Request for Qualifications have not been communicated by the undersigned nor by any employee or agent to any other Respondent or to any other person(s) engaged in this type of business prior to the official deadline of this Request for Qualifications.

_____ Firm (Entity Name)	_____ Signature
_____ Street & Mailing Address	_____ Print Name
_____ City, State, Zip	_____ Date Signed
_____ Telephone Number	_____ Email Address

Respondent's Certification

I have carefully examined the Request for Qualifications, Scope of Services, Background, and any other documents accompanying or made a part of this Request for Qualifications.

I agree that my Request for Qualifications and desire to be invited to bid on the project will remain firm for a period of up to 120 days in order to allow the Township adequate time to evaluate the qualifications submitted.

I verify that all information contained in this response and Request for Qualifications is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Request for Qualifications on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of The Woodlands Township or any other Respondent interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

In accordance with State of Texas Local Government Code Chapter 176, I submit Form CIQ with this Request for Qualifications submission as an attachment.

NAME OF BUSINESS

Sworn to and subscribed before me
this ____ day of _____, 20____

By: _____

Signature

Notary Public

Name & Title:

State of _____

(Typed or Printed)

My Commission Expires:

MAILING ADDRESS:

Street Address

City, State, Zip Code

Telephone Number

Respondent Shall Return This Completed Form and CIQ with the Submittal.

Standard Professional Services Agreement (DRAFT)
PROFESSIONAL SERVICES AGREEMENT
MATERIAL TESTING SERVICES
C-2023 XXXXX

This Agreement is between **The Woodlands Township**, a political subdivision of the State of Texas, duly created and operating pursuant to Chapter 289, Acts of the 73rd Texas Legislature, Regular Session, 1993, as amended, (the “Township”) and **XXXXX**, (the “Contractor”), a XXXX registered to do business in Texas as a XXXXXX, whereby the Contractor agrees to provide the Township with certain professional services as described herein and the Township agrees to engage and pay the Contractor for those services.

1. Scope of Services

The Contractor agrees to provide the Township with the professional services as described in “**Exhibit A**”, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows: Provide a variety of construction projects which are aimed to benefit the community’s overall quality of life. Projects that routinely require testing services include but are not limited to parking lot expansion, materials testing, compaction proctoring.

2. Compensation, Billing and Payment

In consideration of the Contractor’s provision of the professional services in compliance with all terms and conditions of this Agreement, the Township shall pay the Contractor.

Except in the event of a duly authorized change order, approved by the Township in writing, the total cost of all professional services provided under this Agreement may not exceed XXXX.

Payment will be made by the Township within thirty (30) days after receipt of invoice based on the Township’s Accounts Payable Calendar. In the event the Township fails to make a payment in accordance with the stated terms, Contractor reserves the right to suspend work.

3. Time of Performance

A. Upon receipt of written authorization to proceed with a specific work assignment as issued by Task Orders describing the work to be done and a proposed budget, Contractor shall perform the Services per the agreed upon schedule for each Task Order. The Township may agree to an extension of the time for completion of any Task Order.

B. **Period of Service.** Contractor shall perform the Services within the time period of thirty-six (36) months, (October 2023 to September 2026), unless terminated according to Section 6. Any extension of time for the Period of Service shall be effective upon approval of the

Township Board of Directors.

C. **Time is of the essence of this Agreement.** The Contractor shall be prepared to provide the professional services in the most expedient and efficient manner possible in order to complete the work by the approved schedule of each authorized Task Order.

4. Performance Obligations, Indemnification, & Release

A. As an experienced and qualified design professional, providing architectural and engineering services, the Contractor shall provide information that reflects professional and industry standards, procedures, and performances. The Contractor represents that the design preparation of drawings, the designation or selection of Contractor's materials and equipment, the selection and supervision of personnel employed or retained by Contractor, and the performance of other services under this Agreement, is pursuant to a standard of performance expected by the profession. The Contractor will exercise diligence and due care and perform in a good and workmanlike manner all of the services pursuant to this Agreement. Approval of the Township shall not constitute, or be deemed, a release of the responsibility and liability of the Contractor, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their designs, information, plans, specifications or any other document, nor shall the Township's approval be deemed to be the assumption of responsibility by the Township for any defect or error in the aforesaid documents prepared by the Contractor, its employees, associates, agents, or subcontractors.

B. The Contractor shall promptly correct any defective designs or specifications furnished by the Contractor at no cost to the Township. The Township's approval, acceptance, use of, or payment for, all or any part of the Contractor's services hereunder or of the Project itself shall in no way alter the Contractor's obligations or the Township's rights hereunder.

C. In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the Township. The Contractor and its employees are not the agents, servants, or employees of the Township. As an independent contractor, the Contractor shall be responsible for the professional services and the final work product contemplated under this Agreement. Except for materials furnished by the Township, the Contractor shall supply all materials, equipment, and labor required for the professional services to be provided under this Agreement. The Contractor shall have ultimate control over the execution of the professional services. The Contractor shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the Township shall have no control of or supervision over the employees of the Contractor or any of the Contractor's subcontractors.

D. The Contractor must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons retained or employed by Contractor, as well as their personal property, while in the

vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the Township shall not be liable or responsible for the negligence of the Contractor, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

E. RESPONSIBILITY FOR DAMAGE CLAIMS (INDEMNIFICATION): CONTRACTOR SHALL, INDEMNIFY AND SAVE HARMLESS THE TOWNSHIP AND ALL ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, NAME AND DESCRIPTION BROUGHT FOR OR ON ACCOUNT OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY RESULTING FROM THE CONTRACTOR'S NEGLIGENT PERFORMANCE OF THE WORK, OR BY OR ON ACCOUNT OF ANY CLAIMS OR AMOUNTS RECOVERED UNDER THE WORKMEN'S COMPENSATION LAW OR ANY OTHER LAW, ORDINANCE, ORDER OR DECREE, AND HIS SURETIES SHALL BE HELD UNTIL SUCH SUIT OR SUITS, ACTION OR ACTIONS, CLAIM OR CLAIMS FOR INJURY OR DAMAGES AS AFORESAID SHALL HAVE BEEN SETTLED AND SATISFACTORY EVIDENCE TO THE EFFECT FURNISHED TO THE TOWNSHIP. CONTRACTOR SHALL DEFEND, INDEMNIFY AND SAVE HARMLESS THE TOWNSHIP, ITS OFFICERS, AGENTS AND EMPLOYEES IN ACCORDANCE WITH THIS INDEMNIFICATION CLAUSE ONLY FOR THAT PORTION OF THE DAMAGE CAUSED BY CONTRACTOR'S NEGLIGENCE.

F. Release. The Contractor releases, relinquishes, and discharges the Township, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Contractor or its employees and any loss of or damage to any property of the Contractor or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Contractor's negligent performance of the work. Both the Township and the Contractor expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance.

5. Contractor's Insurance

The Contractor agrees to maintain, on a primary basis, for the duration of this Agreement the insurance coverages and limits as described below. The Contractor must deliver to the Township proof of insurance evidencing that such policies are in full force and effect within 5 business days of receipt of the Township's Notice to Proceed Agreement. Failure to meet the insurance requirements and provide the required proof of insurance coverage and any necessary endorsements within five business days may cause the Agreement to be rejected. The Township reserves the right to obtain complete, certified copies of all required insurance policies at any time.

The requirements as to types and limits, as well as the Township's review or acceptance of insurance coverage to be maintained by Contractor, is not intended to nor shall in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Agreement.

A. **Commercial General Liability Insurance** – Limit of liability not less than \$1,000,000 per

occurrence. Contractor agrees to maintain a standard ISO version Commercial General Liability occurrence form, or its equivalent providing coverage for, but not limited to, Bodily Injury and Property Damage, Premises/Operations, Products/Completed Operations, Independent Contractors.

B. **Professional Liability Insurance** – Limit of liability not less than \$1,000,000 per claim. Contractor agrees to maintain Professional (Errors & Omissions) Liability to pay on behalf of the insured all sums which the insured shall become legally obligated to pay as damages by reason of any negligent act, malpractice, error or omission of the Contractor or any person employed or acting on the Contractor's behalf (including but not limited to sub-contractors). For policies written on a "claims-made" basis, Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Agreement and that continuous coverage will be maintained or a supplemental extended reporting period will be purchased with a minimum reporting period not less than two years after the completion of this Agreement. The Contractor is solely responsible for any additional premium for the supplemental extended reporting period.

C. **No "claims made" policies are acceptable without prior approval by the Township. If approved, coverage must be maintained for two years after the completion of this Agreement.**

D. **Business Automobile Liability Insurance** – Limit of liability not less than \$1,000,000 per occurrence. Contractor agrees to maintain a standard ISO version Business Automobile Liability, or its equivalent, providing coverage for all owned, non-owned and hired automobiles. Should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non- Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto policy.

E. **Additional Insured Endorsements** Contractor agrees to endorse the Township as an Additional Insured, on each insurance policy required to be maintained.

F. **Waiver Of Subrogation** Waiver of subrogation, in favor of the Township, is required for each required policy. When required by the insurer or should a policy condition not permit Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

G. **Deductibles, Coinsurance Penalties, & Self-Insured Retention** Contractor shall agree to be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

H. **Subcontractor's Insurance** Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified, provided the Contractor's insurance does not afford coverage on behalf of the subcontractor.

I. **Certificate Of Insurance** Contractor shall furnish the Township with proof of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements. The certificate must be from a company with an A.M. Best rating of "A-VI" or better and/or otherwise acceptable to the Township. Certificates must be submitted using the ACORD form and all endorsements must be included with the submittal. Contractor has the affirmative obligation to advise the Township at the address listed below within 5 business days of the cancellation or substantial change of any required insurance policy, and failure to do so shall be construed as a breach of this Agreement. Copies of endorsements are required for waiver of subrogation.

Failure of the Township to demand such certificate(s) or other evidence of full compliance with these insurance requirements or failure of the Township to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

In the event the Township is notified that a required insurance coverage will cancel or non-renew during the Agreement period, the Contractor shall agree to furnish prior to the expiration of such insurance, a new or revised certificate(s) as proof that equal and like coverage is in effect. The Township reserves the right, but not the obligation, to withhold payment to Contractor until coverage is reinstated. If the Contractor fails to maintain the required insurance, the Township shall have the right, but not the obligation, to purchase the required insurance at Contractor's expense.

6. Notice

Any notice required or permitted under this contract shall be in writing and shall be given and deemed to have been given immediately if delivered in person to the recipient's address as set forth in the recitals to this Agreement, which are hereby deemed as true, adopted and incorporated for all purposes. Alternately, such notice will be deemed effective on the date of certified receipt, if placed in the United States mail, postage pre-paid by registered or certified mail with return receipt requested, addressed to the receiving party at the address specified in this section.

Certificates and notices should be given to the Township at the following address:

The Woodlands Township
ATTN: Chris Nunes, Chief Operating Officer
2801 Technology Forest Boulevard
The Woodlands, Texas 77381
Email: cnunes@thewoodlandstownship-tx.gov

Certificates and notices should be given to the Contractor at the following address:

CONTRACTOR

ATTN:

Title:

Email:

7. Termination

A. The Township or Contractor may terminate this Agreement at any time upon thirty (30) calendar day's written notice. Upon the receipt of such notice, the Contractor shall discuss with the Township what will be accomplished within the 30-calendar day timeframe and document this in an exit strategy that must be approved by the Township. The Contractor shall be compensated for the services satisfactorily performed prior to the termination date.

B. If, through any cause, the Contractor fails to fulfill its obligations under this Agreement, or if the Contractor violates any of the agreements of this Agreement, the Township has the right to terminate this Agreement by giving the Contractor thirty (30) calendar days written notice to the Contractor. The Contractor will be compensated for the services satisfactorily performed before the termination date.

C. No term or provision of this Agreement shall be construed to relieve the Contractor of liability to the Township for damages sustained by the Township because of any breach of Agreement by the Contractor. The Township may withhold payments to the Contractor for the purpose of setoff until the exact amount of damages due the Township from the Contractor is determined and paid.

8. Re-Use of Documents

Upon payment of all amounts rightfully owed by Township to the Contractor for services rendered with respect to the Services provided under this Agreement, all plans, drawings, specifications, elements of design, models, reports, submissions, mock-ups and other documents and materials including electronic media that are produced by the Contractor as part of its performance of such Services shall be deemed the property of the Township. The Township shall not reuse any such documents on extensions of this Project or on any other project without prior written permission of the Contractor. Any unauthorized reuse shall be at the Township's sole risk.

9. Miscellaneous Terms

A. This Agreement has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Montgomery County, Texas.

B. No waiver by either party hereto of any term or condition of this Agreement shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

C. This Agreement represents the entire and integrated agreement between the Township and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by written instrument approved and executed by the parties.

D. This Agreement is personal to the Contractor and all rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of the Township.

E. The Contractor, its agents, employees, and subcontractors must comply with all applicable federal and state laws, the charter and ordinances of the Township, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies.

F. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Agreement.

G. Per Paragraph 6.3., Contractor affirms that it has submitted the necessary forms to comply with Texas Gov't Code Section 2252.908, Certificate of Interested Parties (Form 1295) and is included in the Agreement as **Exhibit "B"**; and Chapter 176, Texas Local Government Code, Conflict of Interest Questionnaire (Form CIQ), and is included in the Agreement as **Exhibit "C"**.

10. Exhibits

All referenced Exhibits are incorporated for all purposes as part of this Agreement.

Exhibit "A": Township RFQ No. XXXX

Exhibit "B": Form 1295

Exhibit "C": Conflict of Interest Questionnaire (Form CIQ)

Exhibit "D": Contractor's Submittal to RFQ No. XXXX

CONTRACTOR

The Woodlands Township

By: _____

Name:

Title:

Tax I.D.

Date: _____

By: _____

Monique Sharp

President / Chief Executive Officer

Date: _____

Exhibit A
Township RFQ

Exhibit B
Form 1295

Exhibit C
Conflict of Interest Questionnaire (Form CIQ)

Exhibit D
Contractor's Submittal to RFQ No. XXXX