

**City of Valley View, Texas**

**Request for Proposals For**  
**Remodel & Renovation**  
**Of**  
**308 W. O’Buch Street**  
**Valley View, Texas 76272**

Issue Date: April 14, 2023

Proposals Due: May 5, 2023 @ 11:00am

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## **1 BACKGROUND AND GENERAL INFORMATION**

The City of Valley View (“the City”), a Texas General Law City located in Cooke County, Texas is soliciting proposals from qualified and interested firms for the remodel and renovation of its facility located at 308 W. O’Buch Street, Valley View, Texas

### **1.1 Background**

The City is seeking a qualified contractor to efficiently and effectively remodel and renovate an existing building in order to provide a long term facility for City Hall operations.

The City has created a layout to utilize the existing space in a functioning and compliant manner for City administration, municipal court administration, and police department administration.

### **1.2 Authority for Procurement**

This procurement falls under the statutory authority of the Texas Local Government Code § 252 and applicable sections of Chapter 2269 of the Texas Government Code which authorize municipalities to procure building and construction services which include services necessary to remodel a structure.

### **1.3 Title VI Assurance**

The City, in accordance with Title VI of the Civil Rights Act of 1964, hereby notifies all Proposers that it will enforce compliance with this law, investigate alleged violations, and affirmatively ensure that in any contract entered into pursuant to the City procurements, minority business enterprises will be afforded full opportunity to submit responses and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

Nondiscrimination programs require that federal-aid recipients, subrecipients, and contractors prevent discrimination and ensure nondiscrimination in all of their programs and activities, whether those programs are federally funded or not.

### **1.4 Environmental Impact**

It is the intent of the City to purchase goods, equipment, and services having the least adverse environmental impact within the constraints of statutory purchasing requirements, municipal need, availability, and sound financial considerations.

### **1.5 City Organizational Structure**

The City is the contracting party for this procurement. Valley View is a Type A – General Law municipality. All contracts or awards must be approved by the duly elected governing body to be effective.

## 1.6 Sales Tax

Purchases made for public use are exempt from the state sales tax and Federal excise tax. Do not include tax in response pricing unless otherwise specified in the RFP. State sales tax and federal excise tax exemption certificates will be furnished by the City on request.

## 1.7 Proposal Costs

The City is not liable for any costs incurred by the Proposer in responding to this RFP.

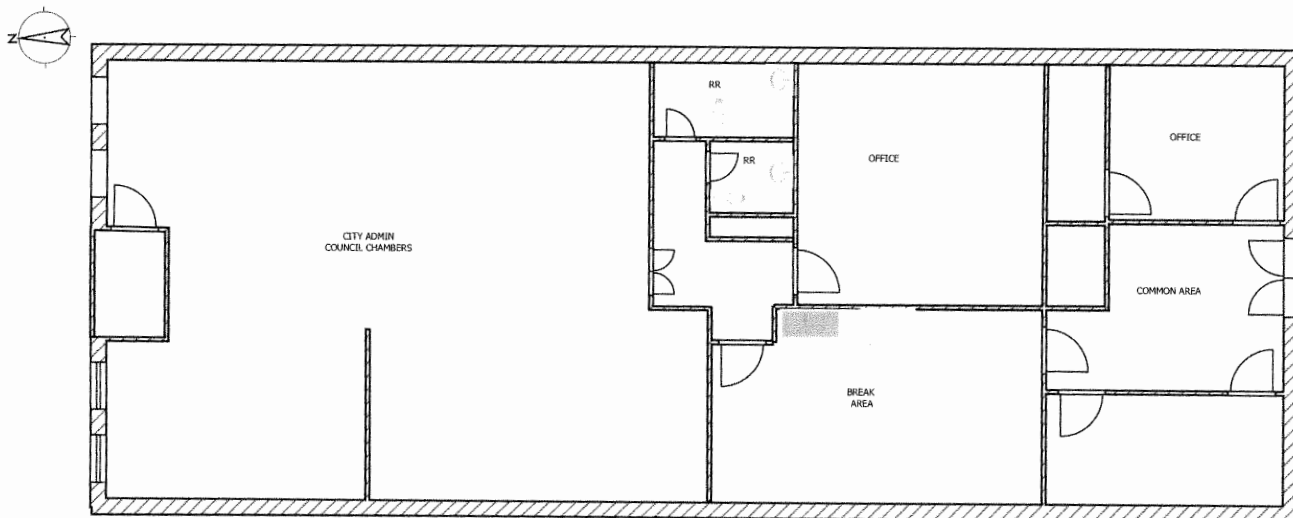
# 2 SCOPE OF WORK

## 2.1 Description of Building

308 W. O’Buch Street, Valley View, Texas 76272

Per Cooke County Appraisal District, the 2320 square feet brick structure was built in 1910. Since then, it has housed many entities, from a church to a café to most recently Valley View City Hall. Several renovations have taken place over the years, but the facility is no longer in condition to effectively function as City Hall, due to interior configuration and previous finish out. One of the largest issues, a leaking roof, was addressed in December of 2022 with the installation of a new roofing system.

### EXISTING PLAN BASIC LAYOUT



## **2.2 Operator Scope of Work**

### **2.2.1 General**

The City is requesting proposals from qualified providers interested in providing remodeling and renovations for its facility at 308 W. O’Buch Street, Valley View, Texas.

All other relevant federal, state, local, or special district, laws, rules, regulations, and ordinances shall be upheld. The Contractor shall maintain all required licenses and certifications throughout the term of the contract. When required, the Contractor shall furnish the City satisfactory proof of its compliance.

#### Exterior:

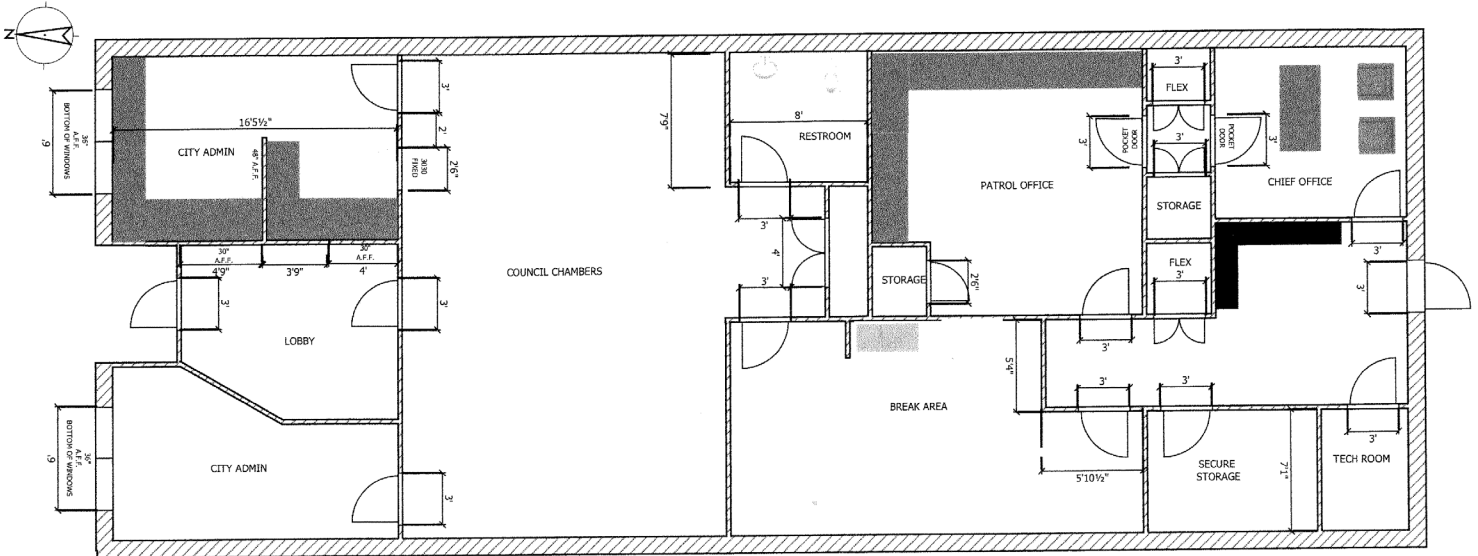
- Paint includes secondary trim color
- Replace front windows to matching on both sides with options for operational sections
- Raise/replace canopy over back door
- Relocate and replace front door
- Replace back door and center

#### Interior:

- Remove, reconfigure, and replace walls as per plan (including framing in brick walls)
- Repair or replace existing sheetrock
- Remove, reconfigure and replace electrical to current code
- Remove ceiling fans
- Reconfigure restroom per plan, making ADA compliant, including new fixtures
- Remove existing dais platform
- Restain existing dais cabinetry
- Paint includes secondary trim color
- Installation of new flooring – solid surface, vinyl plank tile, epoxy, etc including baseboards
- Install and finish workspace cabinets and counters in front office spaces and patrol room.
- Verify condition of HVAC systems and repair or replace as needed
- Install minisplit or ptac in tech room
- New door hardware throughout

Color Selections TBD

## PROPOSED NEW FLOORPLAN



The Scope of Services shall be categorized into a) Base Services and b) Additional Services.

### 2.1.1 Base Services

2.1.1.1 Staff the Project with a sufficient number of certified, qualified employees, including management, administrative, operational, technical, laboratory and clerical, meeting all relevant State of Texas requirements and certifications, and are capable and demonstrate experience necessary to remodel and renovate the facility. The Contractor shall designate, as a minimum, one staff member as on-call to respond to emergency calls within two hours of its occurrence. The Contractor shall be responsible for the remodel and renovation of the facility primarily through the use of its own employees but may subcontract with individuals or other entities for discrete tasks or responsibilities. All bids for materials, supplies, and services by the Contractor shall be prepared and solicitations be performed under the same public procurement laws and regulations governing the City. The Contractor shall perform with a minimum of active participation by the City and so as to provide remodel and renovation work, all as required by, and subject to the provisions of the Operating Agreement. However, the City reserves the perpetual right to inspect the progress, and any and all facilities, books, records, and activities of the Contractor related to the Project.

### 2.1.2 Additional Services

2.2.3.1 The City may request additional services to be performed by the Contractor. The fees and frequencies for these Additional Services shall be addressed, bid, and costs approved prior to moving forward with them.

## 2.2 City Responsibilities

- 2.2.1 Handle and provide any necessary building permits as required to complete the remodel and renovation.
- 2.2.2 Handle and provide any necessary building inspections as required to complete the remodel and renovation.
- 2.2.3 Provide access to files and information, if necessary.
- 2.2.4 The City will have the right, but not the obligation to perform periodic audits or field reviews as needed to determine whether the Contractor is operating under the requirements of federal, state, and local laws, and the terms of the agreement executed between the City and the Contractor.
- 2.2.5 All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or hereinafter acquired by City shall remain the exclusive property of City unless specifically provided for otherwise in this Agreement. City shall maintain and renew, all warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the City for such property, to the extent the maintenance thereof is not a responsibility of Contractor hereunder.
- 2.2.6 The City shall make the necessary improvements for operational improvements, regulatory compliance, and safety. Any loss, damage or injury resulting solely from City's failure to make suggested improvements when reasonably requested by Contractor shall be the sole responsibility of City.
- 2.2.7 The City shall pay all taxes associated with the ownership, occupancy, or operation of the Project including but not limited to all excise, *ad valorem*, property, and franchise taxes. The City is exempt from all federal excise, state and local taxes unless otherwise stated.  

The City claims exemption from under Texas Tax Code §151.309, as amended. The City shall not be responsible for any taxes imposed upon the activities performed by Contractor in connection with the scope of services outlined in Appendix B, including but not limited to net income and/or payroll taxes for Operator employees.
- 2.2.8 The City shall pay for all utility costs associated with the Project. Contractor shall use reasonable efforts to minimize consumption of the Project through operational efficiency. Contractor shall be responsible for recommending energy conservation programs or plans, which the City may, in its sole discretion, implement if they require significant capital investment.
- 2.2.9 City will provide to Contractor all data in City's possession relating to the Project. Contractor will reasonably rely upon the accuracy and completeness of the information provided by the City.

### **3 PROPOSAL REQUIREMENTS AND FORMAT**

#### **3.1 Minimum Operator Qualifications**

- 3.1.1 The Contractor shall be engaged in the business of providing remodeling and renovation work for a minimum of three (3) years within the most recent seven (7) years. Recent start-up businesses may not meet the requirements of this solicitation at the exclusive option of the City. A start-up business is defined as a new Contractor that has no previous operational history or expertise in the relevant business and is not affiliated with a Contractor that has that history or expertise.
- 3.1.2 Have experience working with federal, state, or local governmental entities providing services similar in size and scope.
- 3.1.3 Be in good financial standing and current in payment of all taxes and fees.

#### **3.2 Proposal Submission**

- 3.2.1 Failure by the Contractor to submit the documentation listed below may disqualify the Contractor from consideration. The response submission shall be submitted in the format described in this section.
- 3.2.2 The Contractor shall submit one (1) signed and dated original (marked Original), three (3) copies (marked Copy), and one (1) electronic copy via CD or thumb drive. The submission shall be in separate loose-leaf binders on one sided, letter-size (8 1/2 by 11 inch) paper, in double-spaced format. The proposal shall be tab-indexed corresponding to the sections listed below. Include only the information specified for each section.
- 3.2.3 Responses to this RFP will be accepted until **11:00 AM CDT on May 5, 2023**.  
If by hand delivery, it shall ONLY go to the City Secretary at the Valley View City Hall located at 101 S. Frontage Road, Valley View, TX 76272.  
By mail addressed to the City Secretary, City of Valley View, P.O. Box 268, Valley View, TX 76272, and shall be labeled “Attn: RFP Response – Remodel & Renovations of 308 W. O’Buch Street, Valley View, Texas”.
- 3.2.4 Responses to this RFP, and any pricing proposals must be clearly marked, “Attn: RFP Response – Remodel & Renovations of 308 W. O’Buch Street, Valley View, Texas”.
- 3.2.5 The Contractor is responsible for verifying that the City has received the proposal. Late responses will not be considered under any circumstances and will be returned unopened to the Contractor.
- 3.2.6 Disclosure of Response: All information submitted in an accepted response will be retained by the City for the period specified in the State of Texas records retention schedule. The information will not be returned to the Contractor. The Public Information Act, Government Code Chapter § 552, allows the public to have access to information in the possession of a governmental body through an open records request. Therefore, the Contractor shall clearly identify in the response any confidential or proprietary information. Proprietary information identified by the Contractor in the response will be kept confidential by the City to the extent permitted by law. The City merely raises the



exception on behalf of the Operator. The City takes no legal position on disclosure. The City will use its best efforts to give the Contractor or the awarded vendor an opportunity to present to the Office of the Attorney General its arguments for non- disclosure of its identified confidential or proprietary information.

- 3.2.7 Alteration or Withdrawal of Response: Any alterations to a response made before the submission deadline shall be submitted in writing, sealed, and clearly marked RFP Response – Amendment. The outer envelope must clearly show postmark or receipt stamp before the submission deadline to be considered. Responses cannot be altered or amended after the submission deadline. A response may be withdrawn, if requested in writing. The response will not be considered for award but will be retained by the City, unsealed, until after the award and successful contract. Responses will be returned upon written request after a contract is secured.
- 3.2.8 Response Validity Period: The Contractor’s response will be valid for a period of 90 days after the submission deadline. The Contractor may elect to extend the validity period beyond this time at its discretion.
- 3.2.9 Only complete responses containing the required submittal documents and meeting qualifications will be considered. Minor inconsistencies or deviations may be waived at the City’s sole discretion. The City will rank all proposals that are complete and responsive to the requirements of the RFP and may select the Contractor whose proposal offers the apparent best value to the City.

**3.3 Proposal Format**

**3.3.1 Section 1 - Cover Letter and Executive Summary**

- 3.3.1.1 The cover letter shall be limited to two (2) pages and, as a minimum, include the following:

RFP response due date

Respondent’s (Contractor’s) name

Contractor’s contact name and telephone number

- 3.3.1.2 The executive summary shall provide a brief introduction of the respondent and project team, plus a summary-level overview of the proposed operation. The executive summary shall be limited to five (5) pages.

**3.3.2 Section 2 - Statement of Qualifications**

- 3.3.2.1 Contractor Qualifications and Experience: The Contractor shall demonstrate successful past performance through submission of documentation of relevant qualifications and experience. Contractor shall describe its qualifications as well as the qualifications of Contractor’s major subcontractors, referencing specific similar projects that have been deployed by the Contractor. This section shall be limited to five (5) pages, not including project resumes, and shall include:

Name, address, phone number, and email address of the person that the City should contact with any questions regarding the response submission.

A description of related or similar services performed for three (3) years within the last seven (7) years. Specify the Contractor's particular tasks performed and role, whether as a subcontractor or prime contractor; whether as the project implementer or project manager overseeing implementation by another Contractor. Each project identified by the Contractor shall identify the Contractor's Project Manager, a brief description including scope, system functionality, and project dates. Provide information related to the number of personnel dedicated to the reference project.

If the Contractor's Statement of Qualifications demonstrates three (3) years of similar services performed within the last seven (7) years their response will be further evaluated. Operators that do not demonstrate that they meet the qualification criteria shall provide justification as to why their proposal should receive further consideration.

A summary of experience for similar services of comparable size and scope to the services within the solicitation.

References: The Contractor shall submit a minimum of three (3) references to substantiate the qualifications and experience requirements for services with successful completion within the timeframe requested. References shall attest to the Contractor's ability to provide the necessary services to complete the outlined specification. References shall include name, point of contact, telephone number, and dates services were performed.

### **3.3.3 Section 3 - Technical Proposal**

#### **3.3.3.1 Operations Plan**

The Proposer shall provide a detailed description of the service delivery proposal for satisfying the scope of work outlined in Section 1.5, describing how each of the requirements of the Scope will be accomplished.

The Proposer shall describe its approach and ability to meet all of the remodeling and renovation requirements, including a description of its proposed timeline for completion of the project as well as any warranties that may be included.

Based on its experience and expertise, the Proposer may include other elements not expressly described in this RFP, with a statement of why it believes that such elements are necessary or advisable to achieve the desired finished Project.

#### **3.3.3.2 Staffing Plan**

The Proposer shall include a staffing plan demonstrating staff qualifications and experience, including subcontractors.

This plan should describe the number of staff proposed, the functions they will perform, and the percentage of time they will be assigned to this project during the contract term.

#### **3.3.3.3 Key Personnel**

The Proposer shall identify key personnel qualifications and references with a maximum of one (1) page per person. References shall substantiate the number of years of required experience of the individuals, including any proposed subcontractors who will be part of the Proposer's personnel providing the service. Each personnel profile shall include:

- 3.3.3.3.1 Individual's name and title
- 3.3.3.3.2 Education
- 3.3.3.3.3 Description of qualifications and experience for the last five (5) years

3.3.3.4 Quality Assurance Plan

The Proposer shall describe their methods and processes used to ensure quality deliverables in no more than two (2) pages. The Proposer shall provide a comprehensive, continuous, and measurable quality assurance program.

Describe the policies and procedures to periodically measure and report quality performance to the City throughout the term of the contract.

**3.3.4 Price Proposal**

The Proposal shall include the following components:

3.3.4.1 Base Proposal

The monthly or total cost to perform the remodel and renovation. Include any assumptions that are materially different than the services presented in this RFP.

3.3.4.2 Rate Schedules

Provide rate schedules for any potential Additional Services that are anticipated.

3.3.4.3 Contingency

Provide an explanation of the contingency amount to be placed on the base proposal.

**3.3.5 Appendices**

The Proposal as outlined above will be supplemented by a number of documents and materials to be included in the appendices. The required appendices are shown below:

Appendix A: Two-page resumes for any proposed key management or supervisory personnel.

Appendix B: Proposer's registration and licensing with any relevant entities.

Appendix C: Statement from insurance carrier verifying that Proposer is presently insured to the limits established in this RFP and Draft Service Contract.

Appendix D: List of all exceptions that the Proposer has with the Draft Service Contract.

## 4 SELECTION PROCESS AND SCHEDULE

### 4.1 Schedule

- |  |                |
|--|----------------|
| 1. Issue RFP                             | April 14, 2023 |
| 2. Non-mandatory pre-proposal conference | April 20, 2023 |
| 3. Proposal Due Date                     | May 5, 2023    |
| 4. Complete Review of Proposals          | TBD            |
| 5. City Council approves selection       | TBD            |
| 6. Negotiate and execute contract        | TBD            |
| 7. Begin contract operations             | TBD            |

The City reserves the right to alter this schedule as needed.

#### 4.1.1 Pre-Proposal Conference

A non-mandatory pre-proposal conference and facility tour will be held on April 20, 2023 at the facility located at 308 W. O’Buch Street, Valley View, Texas 76272 starting at 10am. The purpose of the conference is to walk thru the building and answer questions regarding it. All companies interested in submitting a response should contact Lynn Morgan at [clerk@cityofvv.com](mailto:clerk@cityofvv.com) or 940-726-3740 not later than April 18, 2023 to indicate your interest in attending the conference and how many people will be attending. Responses to questions submitted in accordance with the above may be distributed at this time if available, and a tour of the existing facility will be offered. No additional Statement of Work questions will be entertained during the tour. The ONLY questions permitted at this meeting shall be questions of an administrative nature concerning the solicitation and construction of the response.

#### 4.1.2 Questions

All questions related to this RFP must be submitted via email to Lynn Morgan at [clerk@cityofvv.com](mailto:clerk@cityofvv.com).

The City will not be bound by any oral statement or representation contrary to the written specifications of this RFP. Any revision, clarification, or interpretation pertaining to this RFP will be in writing and issued by the City as an Addendum. Any changes or interpretations not contained in an Addendum will not be binding on the City.

### 4.2 Evaluation of Proposals

- 4.2.1 Each proposal will be evaluated based on best value to the City and its ratepayers.
- 4.2.2 Proposers shall not contact members of the evaluation team.
- 4.2.3 The Proposer’s qualifications will initially be scored on a pass/fail basis. It is the Proposer’s obligation to ensure referenced projects are relevant and the scope performed is clear to the evaluation team. If the Proposer’s qualifications demonstrate the minimum qualifications, the response will be further evaluated and ranked. Proposers that do not demonstrate that they meet the qualification criteria may not receive further consideration, and their technical responses may not be

evaluated.

4.2.4 Responses will be evaluated and ranked based on the following scale:

**Company Qualifications and Experience: 30 percent**

- Experience: 20 percent
- References: 5 percent
- Financial Information: 5 percent

**Technical Proposal: 30 percent**

- Operations Plan: 10 percent
- Key Staff: 20 percent

**Price Proposal: 40 percent**

4.2.5 The response may be disqualified if the City is unable to verify qualification and experience requirements from the Proposer's references. The response may be disqualified if the City receives negative responses. The City will be the sole judge of references.

### **4.3 Award**

The Valley View City Secretary will submit a recommendation to the Board of Aldermen regarding approval of the proposal determined to provide the apparent best value to the City. The Board of Aldermen may approve or disapprove the recommendation, and if approved, will authorize the City Secretary to negotiate with the apparent best value Proposer.

Negotiated contract will be submitted to the Board of Aldermen for ratification and award, and may be subject to the successful completion of negotiations or any other conditions identified in the RFP or by the Board. The City will attempt to negotiate the Contractor's Agreement with the apparent best value Proposer. If an agreement satisfactory to the City cannot be negotiated with that Proposer, or if in the course of negotiations, it appears that the proposal will not provide the City with the overall best value, the City will formally end negotiations with that Proposer and, in its sole discretion, may either (1) reject all proposals, (2) modify the RFP and begin again the solicitation, or (3) proceed to the next most highly ranked proposal and attempt to negotiate an agreement with that Proposer.

#### **4.4 Type of Award**

- 4.4.1 Single Award: One agreement shall be awarded to a single Proposer, or joint venture.
- 4.4.2 Term of Agreement: The term shall be one (1) calendar year, beginning \_\_\_\_\_, with the terms for extension and renewal to be included in the negotiation of the Contractor's Agreement. Any and all extensions may be as short as 90 days and as long as one year. The total maximum length of the original term and all extensions shall not exceed eighteen months. Each extension may include changes in scope and pricing, as agreed by both parties in writing. Time is of the essence of this solicitation, and an operator must be contracted and available to assume operations no later than May 12, 2023.

#### **4.5 Contractor Agreement**

- 4.5.1 The City will attempt to negotiate a Contractor's Agreement with the most highly qualified proposer that sets forth the duties and responsibilities of the parties with respect to remodeling and renovation as described in this RFP; the term and termination of the Agreement; Force Majeure, the operator's indemnification and insurance requirements, and the operator's performance bond. If negotiations are successful, execution of the final Contractor's Agreement is contingent upon and subject to approval by the Board of Aldermen of Valley View. Furthermore, the statements in this RFP neither dictate the contract terms nor bind the City, its attorneys or its staff, in its negotiation, drafting or final approval of the Contractor's Agreement.
- 4.5.2 Termination for Convenience: A termination for convenience clause shall be included in the Contractor's Agreement. Except as otherwise provided in the final Contractor Agreement, the City, by written notice to the operator, may terminate the Contract, in whole or in part, when the City determines, in its sole discretion that it is in the City's interest to do so. The Contractor shall not furnish any product or services after the termination date stated within the notice of termination, except as necessary to complete the continued portion of the Contract, if any. The termination notice shall state: 1) termination date; and 2) continued portion of the Contract to be completed, if any. The Contractor shall not be entitled to recover any cancellation charges or lost profits.
- 4.5.3 Rights After Termination: Except as specifically provided for in the Contractor's Agreement, all rights and obligations of the parties to one another that have not accrued before termination shall terminate with the Contractor Agreement.

#### **APPENDICES**

- A. Limited Asbestos Inspection
- B. Draft Service Contract

## **Appendix B - Limited Asbestos Inspection**

## **Appendix B - Draft Service Contract**



**PROFESSIONAL SERVICES AGREEMENT**

THE STATE OF TEXAS                    §  
  §                   KNOW ALL MEN BY THESE  
COUNTY OF COOKE                   §                   PRESENTS:

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is entered into and effective as of the  
\_\_ day of \_\_\_\_\_, 2023, by and between CITY OF VALLEY VIEW ("City"), a City located in Cooke County, Texas, and acting by and through its duly authorized Board of Aldermen and \_\_\_\_\_ ("Contractor"), a Texas Corporation with offices located in \_\_\_\_\_, \_\_\_\_\_ County, Texas.

**WITNESSETH:**

The City currently owns real estate at 308 W. O’Buch Street, Valley View, Texas (CAD ID: 3449), and is desirous of obtaining services for the competent renovation and remodel of the facility.

Contractor is capable and holds all necessary licenses and insurances required to perform the remodel and renovations and is desirous of providing such services to the City.

The City and Contractor are desirous of entering into a definitive agreement pursuant to which Contractor shall renovate and remodel the facility.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE promises, covenants and considerations hereinafter set forth, the sufficiency and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

**I. SERVICES**

- A. Contractor shall perform the services set forth in Appendix B in accordance with applicable law

**II. CITY’S RESPONSIBILITIES**

- A. All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or hereinafter acquired by City shall remain the exclusive property

of City unless specifically provided for otherwise in this Agreement. City shall maintain and renew, all warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the City for such property, to the extent the maintenance thereof is not a responsibility of Contractor hereunder.

- B. The Contractor shall make the City known of any necessary improvements to provide for operational improvements, regulatory compliance, and safety issues. Any loss, damage or injury resulting solely from City's failure to make suggested improvements when reasonably requested by Contractor shall be the sole responsibility of City.
- C. The City shall pay all taxes associated with the ownership, occupancy, or operation of the Project including but not limited to all excise, *ad valorem*, property, and franchise taxes. The City is exempt from all federal excise, state and local taxes unless otherwise stated. The City claims exemption from under Texas Tax Code §151.309, as amended. The City shall not be responsible for any taxes imposed upon the activities performed by Contractor in connection with the scope of services outlined in Appendix B, including but not limited to net income and/or payroll taxes for Contractor's employees.
- D. The City shall pay for all utility costs associated with the Project. Contractor shall use reasonable efforts to minimize consumption during the Project through operational efficiency. Contractor shall be responsible for recommending energy conservation programs or plans, which the City may, in its sole discretion, implement if they require significant capital investment.
- E. City will provide to Contractor all data in City's possession relating to the Project. Contractor will reasonably rely upon the accuracy and completeness of the information provided by the City.

### **III. PAYMENT**

- A. Contractor shall submit statements and/or invoices for services to the City on a weekly basis. The City shall pay such statements and/or invoices within 15 days of receipt. The City agrees to pay interest at a rate set by State law in the Prompt Payment Act (Texas Government Code Chapter 2251, as amended). Items awaiting backup data shall be excluded from interest charges.

- B. The City shall pay to Contractor as compensation for services performed under this Agreement a Fee as detailed in Appendix D.

#### **IV. INSURANCE, INDEMNIFICATION AND LIABILITY**

##### **A. INSURANCE**

1. Contractor shall procure and maintain throughout the term of this Agreement, at its sole cost and expense, insurance of the types and in the minimum amounts set forth in Attachment B, which is hereby incorporated for all purposes. Upon execution of this Agreement, Contractor shall furnish certificates of insurance and copies of required endorsements to the City evidencing compliance with the insurance requirements hereof. Certificates shall list Contractor, the name of the insurance Operator, the policy number, the term of coverage, and the limits of coverage. Contractor, and not the City, shall be responsible for paying the premiums and deductibles, if any, that may from time to time be due under the required insurance policies. Contractor, at its sole discretion, may purchase additional limits of insurance and coverage it deems necessary or prudent to protect itself and the work or operations to be performed under this Agreement. The included insurance requirements are separate from and independent of Contractor's other obligations under this Agreement.

2. Lapse of or cancellation of insurance, however caused, shall be deemed breach of this Agreement. In the event that the required aggregate limits of liability of any insurance required hereunder are reduced or impaired by 50% or more, then Contractor shall give the City notice of the impairment and promptly cause such impaired limits to be reinstated to the required limits. In the event of lapse or cancellation of any required insurance it is hereafter the specific responsibility of Contractor to notify the City immediately and to immediately reinstate the lapsed or cancelled insurance or to purchase replacement insurance that meets the requirements of this Agreement. Contractor's failure to provide insurance as required hereunder, or Contractor's failure to supply the required evidence of insurance, or the failure of the City to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of these provisions or deficiencies in the insurance obtained, shall not constitute a waiver by the City of any of the these insurance requirements, or a waiver of any other terms and conditions of this Agreement, including Contractor's obligations to defend, indemnify, and hold harmless the City (including subsidiaries and affiliates), as required herein.

##### **B. INDEMNIFICATION**

1. AS PART OF THE CONSIDERATION FOR THIS AGREEMENT, CONTRACTOR, FOR ITSELF AND ITS SUCCESSORS AND ASSIGNS, AGREES TO DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS OFFICERS, EMPLOYEES, DIRECTORS, REPRESENTATIVES, AND AGENTS, FROM EVERY LOSS, DAMAGE, INJURY, COST, EXPENSE, CLAIM, JUDGMENT, OR LIABILITY FOR WRONGFUL DEATH, BODILY INJURY, AND/OR PROPERTY DAMAGE

WHICH ARISES FROM CONTRACTOR'S WILLFUL, INTENTIONAL, RECKLESS, OR NEGLIGENT (WHETHER ACTIVE, PASSIVE, OR GROSS) ACTS OR OMISSIONS THIS INDEMNITY AND HOLD HARMLESS PROVISION WILL APPLY WHETHER SUCH ACTS OR OMISSIONS ARE CONDUCTED BY CONTRACTOR OR ANY SUBCONTRACTOR OR AGENT OF CONTRACTOR.

#### C. LIABILITY

1. Notwithstanding any provision to the contrary contained in this Agreement, in no event shall either party be liable, either directly or as an indemnitor of the other party, for any special, punitive, indirect and/or consequential damages, including damages attributable to loss of use, loss of income or loss of profit even if such party has been advised of the possibility of such damages.

2. In the event that claims(s) raised against Contractor on account of this Agreement, or on account of the services performed hereunder, is/are covered under Contractor insurance policies required of the Contractor hereunder, Contractor shall not be responsible for any loss, damage or liability beyond the policy amounts contractually required hereunder and the limits and conditions of such insurance policies. With respect to any causes of action and/or claims raised against Contractor that are not covered by the insurance policies required of the Contractor hereunder arising under this Agreement, Operator's liability shall not exceed an aggregate amount equal to One Million Dollars (\$1,000,000.00). This limitation of liability does not apply to indemnity claims for which Contractor is responsible under Section IILB above or to third party claims brought directly against Contractor.

#### D. IMMUNITY/CONSENT TO SUIT

Nothing in this Agreement shall constitute a waiver by the City of its governmental or sovereign immunity. Nothing in this Agreement shall be construed as an express or implied consent by the City to being sued.

#### V. MISCELLANEOUS PROVISIONS

##### A. RESPONSIBILITIES

1. Contractor Responsibilities. Contractor agrees to use due diligence and good business practices in the completion of the Project. Contractor will be liable for any direct loss, injury, or damages that is caused by them or results from improper or inadequate repairs by Contractor or the willful misconduct or negligence (whether active, passive or gross) of Contractor, its employees, representatives, agents, or subcontractors.

2. City Responsibilities. The City represents the existing building condition to the best of its abilities in this Agreement.

**B. RELATIONSHIP OF THE CITY AND COMPANY**

Contractor shall serve in the capacity of an independent contractor for the City during the period of this Agreement.

**C. MONETARY AUTHORITY**

If at any time a condition exists or arises which, in the opinion of Contractor, requires repairs or replacements and the cost thereof exceeds the sum of \$5,000.00, Contractor shall obtain the consent of the Board of Aldermen or its designated representative prior to making such repair or replacement. Notwithstanding the foregoing, however, if at any time a condition exists or arises which, in the opinion of Contractor, is of an emergency nature and requires the immediate repair or replacement regardless of the amount, Contractor, after reasonable attempts to obtain consent, shall proceed with such repair or replacement without the necessity of obtaining the consent of the of the City. The failure to obtain such consent prior to the making of such emergency repair or replacement shall not affect the obligation of the City to compensate Contractor for any work performed.

**D. FORCE MAJEURE**

In the event that Contractor or the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that each party shall give written notice of such force majeure to the other party as soon as possible after the occurrence of the cause relied on and shall, therefore, be relieved of its obligations, so far as they are affected by such force majeure, during the continuance of any inabilities so caused, but for no longer. In the event that the period of suspension shall extend longer

than thirty (30) days, either party shall have the privilege of terminating this Agreement. In such event, the City shall pay Contractor compensation pursuant to this Agreement up to the date of termination. The term "force majeure," as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the government of the United States or of the state or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods; washouts, disturbances, explosions, partial or entire failure of utilities, shortages of labor, material, supplies or transportation, or any other similar or different cause not reasonably within the control of the party claiming such inability.

Force majeure shall not be used as absolute grounds for failing to perform. Force majeure shall be one of the conditions precedents for excusing performance under this RFP.

E. LIQUIDATED DAMAGES

If the Contractor fails to provide the specified service or fails to perform in accordance with the specifications and terms and conditions of the agreement, after being notified in writing by the City of the specific deficiency, the City may require the Contractor to pay liquidated damages, as covered in the negotiated Agreement, until the deficiency is corrected.

F. NON-COMPENSABLE ITEMS

The compensation to be paid to Contractor herein is exclusive of any tax, assessment, regulatory expense or other charge which may be imposed upon Contractor by any governmental authority as a result of performing its obligations pursuant to this Agreement other than taxes upon the purchase of material, utilities, supplies, and parts. In the event Contractor is required by applicable law or regulation to pay or collect any such tax, assessment or regulatory expense or other charge on account of this Agreement or its performance hereunder, then the amount thereof shall be reimbursed to Contractor by the City (in addition to the compensation provided herein). However, Contractor shall be responsible at its own expense for all corporate income and franchise taxes arising out of its operations. Contractor shall indemnify and hold the City harmless from any liability for any and all such taxes or contributions or interest or penalties for failure to pay same.

G. AMENDMENT

The attached Schedule of Rates, a copy of which is included hereto as Attachment "A", is guaranteed through the completion of the Project from the effective date of this Agreement. Any additional costs must be approved by the Board of Aldermen. No other alteration, modification or amendment of this Agreement shall be made except in writing and signed by the City and Contractor.

H. NOTICE

Whenever the provisions of this Agreement require notice to be given, such notice shall be given in writing by certified or registered mail and addressed to the party for who intended at its then address of record and such notice shall be deemed to have been given when the notice was then mailed.

Notices required to be given to Contractor shall be addressed to:

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Notices required to be given to the City shall be addressed to:

City of Valley View, Texas  
City Secretary  
P.O. Box 268  
101 S. Frontage Rd.  
Valley View, Texas  
76272

I. TERM AND TERMINATION

This Agreement shall be in force through the completion of the Project, however, subject to termination by either the City or Contractor for any reason at any time by giving thirty (30) days advance written notice to the other.

Either party may terminate this Agreement for a material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party sixty (60) calendar days to correct the breach. Excepting breaches by City for non-payment of Contractor's invoices, neither party shall terminate this Agreement without giving the other party thirty (30) calendar days' written notice of intent to terminate for failure of the other party to correct the breach within sixty (60) calendar days.

Upon notice of termination by City, Contractor shall assist City or other operating Contractor in assuming operation of the Project. If material breach is caused by the City, any additional Cost incurred by Contractor in terminating the Agreement shall be invoiced to the City by Contractor and paid by the City within thirty (30) calendar days of invoice receipt.

The condition of the Project shall be that which would be expected through Operator's exercise of the Scope of Services provided in Appendix B, normal wear and tear excepted. Equipment and other personal property purchased by Contractor for use in the completion of the Project and directly billed to the City shall become the property of the City upon termination of this Agreement, provided that City has reimbursed Contractor for such equipment and other personal property. However, any equipment or personal property that is purchased by Contractor and not included in the Fee or otherwise billed to the City shall be the property of Contractor and shall be removed from the Project by Contractor at the termination of this Agreement.

J. FINAL PAYMENT

Upon termination of this Agreement, the City shall pay Contractor within the time period provided above any outstanding payment due and owing to Contractor for work performed prior to the termination dated; provided, however, the City shall have the right to reduce such final payment as a set-off for any direct damages incurred by the City related to Contractor's willful, intentional, reckless or negligent (whether active, passive or gross) acts or omissions in connection with services performed under this Agreement. Such set-off shall not constitute a waiver by the City of any rights or remedies available to it under the Agreement, at law or in equity.

K. CAPTIONS

The section headings or paragraph captions herein are used for convenience of reference only and not intended to define, extend or limit any provision of this contract.

L. SEVERABILITY

The provisions contained herein are severable, and if any provision or p31i of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement shall not be affected.

M. MERGER

This Agreement represents the entire understanding between the parties and there are no prior effective representations, warranties, or agreements between the parties.

N. ASSIGNABILITY

This Agreement shall bind and benefit the respective parties and their legal successors, but shall not otherwise be assignable, in whole or in part, by either party without first obtaining the written consent of the other party.

O. MODIFICATION

This Agreement may be modified only by written agreement of both parties.

P. GOVERNING LAW; FORUM SELECTION



This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. It is further understood and agreed that any dispute arising out of or related to this Agreement shall be resolved in a court of competent jurisdiction in Cooke, Texas.

**5 EXECUTION OF AGREEMENT**

IN WITNESS WHEREOF, the City and Contractor have caused this Agreement to be executed by their duly authorized officers.

CITY OF VALLEY VIEW

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date \_\_\_\_\_

## ATTACHMENT A DEFINITIONS

- A1. "Change in Scope" means those events or services which materially either change the basis of cost or add additional scope to the services provided in this Agreement A3. "Commencement Date" shall mean **[Date of Contract Execution]**.
- A2. "Direct Cost" means the actual cost incurred for the direct benefit of the Project, including, but not limited to, expenditures for Project management labor, employee benefits, and materials.
- A3. "Fee" means the compensation paid by City to Contractor for the services defined in Appendix B of this Agreement. This compensation does not include payments for requests by City that are incidental to or outside the Original Scope of Services.
- A4. "Major Repairs" mean those Repairs that significantly extend equipment or facility service life and cost more than Two Thousand Dollars (\$2,000.00).
- A5. "Project" means all labor and material related to and required for the completion of the Scope of Work.
- A6. "Unforeseen Circumstance(s)" means any event or condition which has an effect on the rights or obligations of the parties under this Agreement, or upon the Project, which is beyond the reasonable control of the party relying thereon and constitutes a justification for a delay in or non- performance of action required by this Agreement, including but not limited to (i) an act of God, landslide, lightening, earthquake, tornado, fire, explosion, flood, failure to possess sufficient property rights, acts of the public enemy, war blockade, sabotage, insurrection, riot or civil disturbance or a pandemic event; (ii) any change in law, regulation, rule, requirement, interpretation or statute adopted, promulgated, issued or otherwise specifically modified or changed by any local, state, provincial, federal or other governmental body; (iii) labor disputes, strikes, work slowdowns or work stoppages, but excluding labor disputes, strike or work slowdowns or stoppages by employees of Operator; (iv) the presence of hazardous wastes, materials or liquids in the influent or raw water supply, which detrimentally affect the machinery, infrastructure or processes at the Project; and (v) loss of or inability to obtain service from a utility necessary to furnish power for the operation and maintenance of the Project.

## ATTACHMENT B SCOPE OF SERVICES

### SCOPE OF WORK

#### Description of Building

308 W. O’Buch Street, Valley View, Texas 76272

Per Cooke County Appraisal District, the 2320 square feet brick structure was built in 1910. Since then, it has housed many entities, from a church to a café to most recently Valley View City Hall. Several renovations have taken place over the years, but the facility is no longer in condition to effectively function as City Hall, due to interior configuration and previous finish out. One of the largest issues, a leaking roof, was addressed in December of 2022 with the installation of new roofing system.

#### Operator Scope of Work

The City is requesting proposals from qualified providers interested in providing remodeling and renovations for it’s facility at 308 W. O’Buch Street, Valley View, Texas.

All other relevant federal, state, local, or special district, laws, rules, regulations, and ordinances shall be upheld. The Contractor shall maintain all required licenses and certifications throughout the term of the contract. When required, the Contractor shall furnish the City satisfactory proof of its compliance.

##### Exterior:

- Paint includes secondary trim color
- Replace front windows to matching on both sides with options for operational sections.
- Raise/replace canopy over back door
- Relocate and replace front door
- Replace back door and center

##### Interior:

- Remove, reconfigure, and replace walls as per plan (including framing in brick walls)
- Repair or replace existing sheetrock
- Remove, reconfigure and replace electrical to current code
- Remove ceiling fans
- Reconfigure restroom per plan, making ADA compliant
- Remove existing dais platform
- Restain existing dais cabinetry
- Paint includes secondary trim color
- Installation of new flooring including baseboards
- Install and finish workspace cabinets and counters in front office spaces and patrol room.

- Verify condition of HVAC systems and repair or replace as needed
- Install minisplit or ptac in tech room
- New door hardware throughout

The Scope of Services shall be categorized into a) Base Services and b) Additional Services.

### **Base Services**

Staff the Project with a sufficient number of certified, qualified employees, including management, administrative, operational, technical, laboratory and clerical, meeting all relevant State of Texas requirements and certifications, and are capable and demonstrate experience necessary to remodel and renovate the facility. The Contractor shall designate, as a minimum, one staff member as on-call to respond to emergency calls within two hours of its occurrence. The Contractor shall be responsible for the remodel and renovation of the facility primarily through the use of its own employees but may subcontract with individuals or other entities for discrete tasks or responsibilities. All bids for materials, supplies, and services by the Contractor shall be prepared and solicitations be performed under the same public procurement laws and regulations governing the City. The Contractor shall perform with a minimum of active participation by the City and so as to provide remodel and renovation work, all as required by, and subject to the provisions of the Operating Agreement. However, the City reserves the perpetual right to inspect the progress, and any and all facilities, books, records, and activities of the Contractor related to the Project.

### **Additional Services**

The City may request additional services to be performed by the Contractor. The fees and frequencies for these Additional Services shall be addressed, bid, and costs approved prior to moving forward with them.

### **City Responsibilities**

- Handle and provide any necessary building permits as required to complete the remodel and renovation.
- Handle and provide any necessary building inspections as required to complete the remodel and renovation.
- Provide access to files and information.

The City will have the right, but not the obligation to perform periodic audits or field reviews as needed to determine whether the Contractor is operating under the requirements of federal, state, and local laws, and the terms of the agreement executed between the City and the Contractor.

All land, buildings, facilities, easements, licenses, structures, rights-of-way, equipment and vehicles presently or hereinafter acquired by City shall remain the exclusive property of City unless specifically provided for otherwise in this Agreement. City shall maintain

and renew, all warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the City for such property, to the extent the maintenance thereof is not a responsibility of Contractor hereunder.

The City shall make the necessary improvements to for operational improvements, regulatory compliance, and safety. Any loss, damage or injury resulting solely from City's failure to make suggested improvements when reasonably requested by Contractor shall be the sole responsibility of City.

The City shall pay all taxes associated with the ownership, occupancy, or operation of the Project including but not limited to all excise, *ad valorem*, property, and franchise taxes. The City is exempt from all federal excise, state and local taxes unless otherwise stated.

The City claims tax exemption under Texas Tax Code §151.309, as amended. The City shall not be responsible for any taxes imposed upon the activities performed by Contractor in connection with the scope of services outlined in Appendix B, including but not limited to net income and/or payroll taxes for Operator employees.

The City shall pay for all utility costs associated with the Project. Contractor shall use reasonable efforts to minimize consumption of the Project through operational efficiency. Contractor shall be responsible for recommending energy conservation programs or plans, which the City may, in its sole discretion, implement if they require significant capital investment.

City will provide to Contractor all data in City's possession relating to the Project. Contractor will reasonably rely upon the accuracy and completeness of the information provided by the City.

## ATTACHMENT C COMPENSATION

C1. Contractor shall submit a weekly invoice to the City by Tuesday for its progress in the previous week. All compensation to Contractor is due on receipt of Contractor's invoice and payable within fifteen (15) calendar days.

C2. The Contractor's Fee shall consist of the following components:

- Turnkey costs for materials and labor to complete renovations and remodel as specified.
- Contingency percentage

C3. Compensation for a Change in Scope (Change Orders) not included as part of an Amendment to this Agreement shall be invoiced to City in an amount equal to Contractor's Direct Cost and shall be due and payable by City commencing the month following when the Change in Scope occurs. No work, services, or costs related to such Change Orders shall be commenced or incurred until approved in writing by a duly authorized representative of the City.

## INSURANCE PROVISIONS ATTACHMENT "D"

**I. Insurance Limits.** Operator shall obtain insurance from companies having a Best rating of B+/VII or better, licensed to transact business in the State of Texas, of the following types and minimum limits:

1. Worker's Compensation insurance in accordance with the laws of the State of Texas, and Employer's Liability coverage with a limit of \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease;  
\$500,000 policy limit for each accident.
2. Commercial General Liability insurance on a form no less broad than the coverage provided by a "Commercial General Liability Insurance" form (dated 1985 or thereafter) promulgated by the Insurance Services Office, and containing language affording coverage for contractual liability, the products and completed operations hazards, and the explosion, collapse and underground hazards, as respects all operations and work hereunder, for all liability arising out of injury to or death of one or more persons, and injury to or destruction of property , in anyone occurrence, in amounts of:

\$2,000,000	general aggregate limit
\$1,000,000	each occurrence, combined single limit
\$1,000,000	aggregate Products, Comp/Ops Aggregate
\$1,000,000	aggregate Personal Injury/ Advertising Liability
3. Property insurance covering damage to City's property caused by Operator's fault or negligence while such property is in Operator's care, custody and control. Operator shall be responsible for payment of any deductible under Operator's property insurance policy. Operator shall require subcontractors working on behalf of Operator to maintain the same insurance, in amounts of \$1,000,000 each occurrence.
4. Umbrella Excess Liability insurance that follows the form of the underlying primary liability insurance required by this Agreement, with limit of \$1,000,000 each occurrence combined single limit.

## II. Miscellaneous insurance provisions.

1. Required Endorsements. All policies written on behalf of Operator shall contain the following endorsements:
  - a. The City and its agents and employees shall be added as additional insureds under Contractor's commercial general liability policy, or loss payee with respect to required property insurance, to all coverage required under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein), and shall include language providing:
    - (i) that such insurance applies separately to each insured against whom claim is made or suit is brought; and
    - (ii) coverage to the City, including its agents and employees, no less broad than one or the other of the following alternatives: (a) the coverage afforded to the named insured under the policy with respect to the work or services to be performed hereunder; or (h) the coverage afforded by the combination of Insurance Services Office Endorsements GC 20 33 0704 (entitled "Additional Insured - Owners, Lessees or Operator - Automatic Status When Required in Construction Agreement with You) and GC 20 3707 04 (entitled "Additional Insured - Owners, Lessees or Operator - Completed Operations"); and,
    - (iii) that such insurance shall respond as primary insurance and shall not contribute with any other valid and collectible other insurance that may be maintained by the City or its agents or employees.
  - b. A waiver of subrogation endorsement in favor of the City and the City's agents and employees shall be provided.
2. Subcontractor Coverage. Contractor shall maintain coverage for independent contractors under its commercial general liability policy for its subcontractors, including all persons hired by Operator who are not Operator's employees, who perform any part of the work hereunder, to be added as additional insureds to all coverage required of Operator under this Agreement, as to the full limits of liability provided by each insurance policy (including limits greater than the minimum limits required herein). Alternatively, Operator may require that all its subcontractors, of any and all tiers, have insurance in compliance with the requirements of this Agreement, including all required endorsements. Operator shall secure and maintain subcontractors' certificates of insurance and additional insured endorsements as proof thereof. Contractor shall verify insurance coverage and assure compliance with coverage requirements.
3. "Claims Made" Coverage. If the insurance required hereunder is procured on a form affording "claims-made" coverage, then (i) all limits stated above as "*per* occurrence" shall be understood to mean "per claim" or "per occurrence," as is



consistent with the terms of the "claims- made" policy; and, (ii) such claims- made insurance shall not provide for a retroactive date later than the commencement of Operator's performance hereunder.