

## **Solicitation 2013-187**

# **Professional Services, Architect for Small County Projects**

**Bid designation: Public**



**Collin County**

## Bid 2013-187

### Professional Services, Architect for Small County Projects

Bid Number            2013-187  
 Bid Title                Professional Services, Architect for Small County Projects

Bid Start Date        In Held  
 Bid End Date          Jun 6, 2013 2:00:00 PM CDT  
 Question & Answer  
 End Date                Jun 3, 2013 5:00:00 PM CDT

Bid Contact            Matt Dobecka CPPB  
                               Contract Administrator  
                               Collin County Purchasing  
                               972-548-4103  
                               mdobecka@co.collin.tx.us

Contract Duration    1 year  
 Contract Renewal    4 annual renewals  
 Prices Good for      Not Applicable

Standard Disclaimer    \*\*\*Note to Bidders/Offerors~The following standard disclaimer applies to Invitation to Bid (IFB), Competitive Sealed Proposal (CSP), and Request for Proposal (RFP) ONLY, not applicable to Request for Qualifications (RFQ) or Request for Information (RFI).\*\*\*  
 Mailing Address:  
 Collin County Purchasing  
 2300 Bloomdale Rd., Ste 3160  
 McKinney, TX 75071  
 Prices bid/proposed shall only be considered if they are provided in the appropriate space(s) on the Collin County bid form(s). For consideration, any additions or deductions to the bid/proposal prices offered must be shown under the exceptions section of the bid/proposal in the case of electronic submittal, ONLY in the case of a hard copy submittal will an additional attachment be allowed. Extraneous numbers, prices, comments, etc. or bidder/offeror generated documents appearing elsewhere on the bid or as an additional attachment shall be deemed to have no effect on the prices offered in the designated locations.  
 All delivery and freight charges (F.O.B. inside delivery at Collin County designated locations) are to be included as part of the bid/quote/proposal price. All components required to render the item complete, installed and operational shall be included in the total bid/quote/proposal price. Collin County will pay no additional freight/delivery/installation/setup fees.

Bid Comments         Collin County is soliciting information from qualified firms for Architectural Services that may be required on existing and upcoming County projects with a value not to exceed One Million Dollars (\$1,000,000.00).

#### Item Response Form

Item                      2013-187--01-01 - RFQ Response  
 Quantity                1 each  
 Prices are not requested for this item.  
 Delivery Location     Collin County  
                               No Location Specified  
 Qty 1

#### Description

Please attach RFQ response if submitting online. Submitting online satisfies the requirement in section 6.3.

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1.0 GENERAL INFORMATION:
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- 1.1 INTRODUCTION: Collin County is soliciting information from qualified firms for Architectural Services that may be required on existing and upcoming County projects with a value not to exceed One Million Dollars (\$1,000,000.00). It is intended that this contract will be for a period of one (1) year beginning on October 1, 2013 and continuing through and including September 30, 2014 with the option to renew for four (4) additional one (1) year terms.
- 1.1 PUBLIC INFORMATION: All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after a contract is awarded. The Owner strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of RFQ information.
- 1.2 TYPE OF CONTRACT: Any contract resulting from this solicitation will be in the form of the Owner's Standard Architect Agreement. (See Attachment A)
- 1.3 EVALUATION OF QUALIFICATIONS: The evaluation of the Qualifications shall be based on the requirements described in this RFQ. All properly submitted Qualifications will be reviewed, evaluated, and ranked by the Owner. Qualifications **shall not** include any information regarding respondent's fees, pricing, or other compensation.
- 1.4 OWNER'S RESERVATION OF RIGHTS: The Owner reserves the right to reject any and all Qualifications and re-solicit for new Qualifications, or to reject any and all proposals and temporarily or permanently abandon the Project. Owner makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project and no such representation is intended or should be construed by the issuance of this RFQ.
- 1.5 ACCEPTANCE OF EVALUATION METHODOLOGY: By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the Owner.
- 1.6 NO REIMBURSEMENT FOR COSTS: Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFQ shall be at the sole risk and responsibility of the respondent.

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2.0 SCOPE OF SERVICES:
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The scope of services entails providing architectural services on small Collin County projects with a value not to exceed One Million Dollars (\$1,000,000.00). Such services will include, but not be limited to, modifying, redesigning, renovations and design of buildings and structures as required by Collin County.

- 2.1 Architect shall examine with the Construction and Projects Department the requirements for each specific project. Architect shall review with Collin County alternative approaches to design and construction of projects and shall submit to Collin County an estimated construction cost.
- 2.2 Upon mutual agreement, Architect shall prepare, for approval by Collin County, schematic design documents consisting of drawings/plans and other documents as required.
- 2.3 Based on approval of documents by Collin County, Architect shall prepare documents consisting of drawings and other documents to describe the entire project as to architectural, structural, civil, mechanical and electrical systems, materials and other elements as necessary.
- 2.4 Based on approval of documents by Collin County, Architect shall prepare construction documents consisting of drawings/plans and specifications setting forth in detail the requirements for the construction of the project. Documents shall incorporate bidding information, bidding forms and conditions of the contract, as required by Collin County.
- 2.5 Architect shall attend pre-bid conferences and shall assist Collin County in tabulating and evaluating the bids received. Architect shall obtain Contractor's Qualification Statements from the bidders under consideration for award and shall check references, background and the bidder's availability to construct the project and submit his recommendations to Collin County.
- 2.6 When required and authorized by Collin County, Architect shall provide administration of the contract as set forth in the General and Supplementary Conditions of the Contract for Construction.
- 2.7 Architect shall be a designated representative of Collin County during the term of the project. Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required and agreed upon by Architect and Collin County.
- 2.8 Architect shall advise Collin County in writing of defects and deficiencies in the work which he has observed. Architect shall not have the authority to reject work

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- which does not conform to the contract documents but shall notify Collin County when work is to be rejected.
- 2.9 Architect shall review and certify the amounts owing to the Contractor based on observations at the site and on evaluations of the Contractor's applications for payment and shall issue certificates for payment in such amounts.
  - 2.10 Architect shall review and approve or other action as might be necessary upon the Contractor's submittals requested in the contract documents.
  - 2.11 Architect shall prepare Request for Pricing, if necessary, and shall make proper recommendations in writing to Collin County regarding Change Orders to the contract. Collin County Purchasing Agent shall be responsible for the issuance of all Change Orders. Should Change Orders require additional architectural services such as drawings, plans, etc., the costs for such services will be adjusted and paid to the Architect, as mutually agreed upon by Collin County and the Architect. No additional payments shall be made to the Architect for Change Orders not requiring additional architectural services.
  - 2.12 Architect shall conduct inspections to determine the dates of Substantial and Final Completion shall receive and forward to Collin County for the County's review written warranties and related documents required by the contract documents and shall issue a final Certificate for Payment.
  - 2.13 Reimbursables: Architect shall keep records of expenses for additional services/reimbursables and shall present them to Collin County for approval and payment. Expenses/reimbursables, additional services shall not be considered or paid to Architect without prior written approval for such expenses/reimbursables and additional services. Upon prior written approval, Collin County shall make payment only on those reimbursables billed at exact cost. Collin County shall, under no circumstances, pay at a multiplier for reimbursables or additional services. Architect shall submit to Collin County all original invoices for proposed reimbursables. Payments to the Architect shall be made in accordance with V.T.C.A., Government Code, Title 10, Subtitle F, Chapter 2251 according to schedules agreed upon by both Collin County and the Architect.

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**3.0 QUALIFICATIONS SUBMITTAL FORMAT**

The qualifications submittal shall be divided into tabbed, marked sections and shall include but not limited to information for each of the following:

**RESPONDENT'S STATEMENT OF QUALIFICATIONS AND AVAILABILITY TO UNDERTAKE PROJECTS (Maximum of two (2) printed pages per question)**

- 3.1 Provide a statement of interest including a narrative describing the Prime Firm's and consultant's unique qualifications as they pertain to this request.
- 3.2 Provide a statement on the availability and commitment of the Prime Firm and consultant's assigned principal(s) and professionals to undertake projects.
- 3.3 Provide a brief history of the Prime Firm and consultant(s) including when the firms were established, type of ownership and office locations. If more than one office is listed indicate the office that will manage the project. If the firm has changed name or ownership within the last three (3) years indicate the former name.
- 3.4 Provide a listing of number of professional staff by discipline located in the office that will manage projects.
- 3.5 Provide an Organization Chart for the team proposed for projects.
- 3.6 Provide resumes of key personnel from the Prime Firm and consultants who will be assigned to projects. Resumes limited to two (2) pages per person.

**PRIME FIRM'S ABILITY TO PROVIDE SERVICES**

- 3.7 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 3.8 Provide any details of all past or pending litigation or claims filed against your company that would affect your company's performance under a Contract with the Owner.
- 3.9 Is your company currently in default on any loan agreement or financing agreement with any bank, financial institution, or other entity? If yes, specify date(s), details, circumstances, and prospects for resolution.
- 3.10 Does any relationship exist by relative, business associate, capital funding agreement, or any other such kinship between your firm and any Owner employee or elected official? If so, please explain.

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- 3.11 Provide a claims/lawsuit history where firm is defendant for the past five (5) years for the Prime Firm and any team members proposed to provide professional architectural or engineering services.

**RESPONDENT'S PERFORMANCE ON PAST REPRESENTATIVE PROJECTS**

- 3.12 List a maximum of five (5) projects for which you have provided services that are most related to this project. List the projects in order of priority, with the most relevant project listed first. For all consultants are named in the response indicate the projects they also worked on. Provide the following information for each project listed:
- 3.12.1 Project name, location, contract delivery method, and description
  - 3.12.2 Color images (photographic or machine reproductions)
  - 3.12.3 Final project size in gross square feet
  - 3.12.4 Type of construction (new, renovation, or expansion)
  - 3.12.5 Actual start and finish dates for design
  - 3.12.6 Actual Notice to Proceed and Substantial Completion dates for construction
  - 3.12.7 Description of professional services Prime Firm provided for the project
  - 3.12.8 Name of Project Manager (individual responsible to the Owner for the overall success of the project)
  - 3.12.9 Name of Project Architect (individual responsible for coordinating the day to day work)
  - 3.12.10 Name of Project Designer (individual responsible for design concepts)
  - 3.12.11 Consultants References (for each project listed above, identify the following):
    - 3.12.11.1 The Owner's name and representative who served as the day-to-day liaison during the design and construction phases of the project, including telephone number
    - 3.12.11.2 Contractor's name and representative who served as the day-to-day liaison during the Preconstruction and/or construction phase of the project, including telephone number
    - 3.12.11.3 Length of business relationship with the Owner.
  - 3.12.12 Identify a maximum of three (3) completed projects, of any type, for which the Prime Firm received an award for design excellence from a recognized organization and provide descriptive information for each.

References shall be considered relevant based on specific project participation and experience with the Respondent. The Owner may contact references during any part of this process. The Owner reserves the right to contact any other references at any time during the RFQ process.

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**RESPONDENT'S KNOWLEDGE OF BEST PRACTICES**

- 3.13 Describe the Prime Firm's design philosophy, design methodology, and its process for integrating institutional standards into design.
- 3.14 Describe the Prime Firm's quality assurance program explaining the method used and how the firm maintains quality control during the development of Construction Documents and quality assurance during the Construction phase of a project. Provide specific examples of how these techniques or procedures were used for any combination of three (3) projects listed in response to 3.12.
- 3.15 Describe your cost estimating methods for the design and construction phases. How do you develop cost estimates and how often are they updated? For any combination of three (3) projects listed in response to 3.12, provide examples of how these techniques were used and what degree of accuracy was achieved.
- 3.16 Describe the way in which your firm develops and maintains work schedules to coordinate with the Owner's project schedule. For any combination of three (3) projects listed in response to Criteria 3.12, provide examples of how these techniques were used.
- 3.17 Describe the types of records, reports, monitoring systems, and information management systems, which your firm used in the management of the projects listed above. Describe how you used these systems for any combination of three (3) projects listed in response to 3.12.
- 3.18 Describe how you plan to ensure continuity of project objectives starting with design solution, moving through construction documents, and finishing with a constructed project that meets the Owner's requirements.
- 3.19 Describe the project team's experience in managing the impact of MEP systems on renovations/existing buildings.
- 3.20 Describe the project team's approach to assuring timely completion of this project, including methods you will use for schedule recovery if necessary.
- 3.21 Describe how you track Owner input and review comments on your design document submittals to confirm that they have been addressed. Provide examples of reports/logs used for tracking response to and closure on Owner comments.

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**RESPONDENT'S ABILITY TO IDENTIFY AND RESOLVE PROBLEMS  
ON PAST PROJECTS**

- 3.22 Describe your understanding of the administrative challenges and opportunities associated with providing Design and Construction Administration services and your strategy for resolving these issues.
- 3.23 What do you perceive are the critical issues for these projects?
- 3.24 Understanding schedule limitations provide an analysis of the Owner's project planning schedule and describe how you plan to develop and communicate design, scope, and budget options in a form that will quickly facilitate the Owner's decision making.
- 3.25 Describe the project team's experience with renovation/expansion projects in occupied facilities.
- 3.26 For any of the projects listed in response to 3.12, describe any conflicts with the Owner, Consultants, Contractor, or subcontractors, and describe the methods your firm used to resolve those conflicts.
- 3.27 Provide examples of how the Respondent has creatively incorporated mechanical, electrical, and plumbing solutions in similar structures.
- 3.28 In a predominately MEP project, how does the Project Team intend to structure the consulting agreement with the MEP firm to ensure that adequate resources are available to produce effective solutions?

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**4.0 RANKING CRITERIA**

The evaluation of professional qualifications of the Proposers will be based on the following criteria:

<b>DESCRIPTION</b>	<b>POINTS</b>
Statement of Qualifications and Ability to Undertake The Project – Proposed Personnel	20
Prime Firm’s Ability To Provide Services	10
Respondent’s Performance On Past Representative Projects	45
Respondent’s Knowledge Of Best Practices	10
Respondent’s Ability To Identify And Resolve Problems On Past Projects	10
Respondent’s Proposal Format	5
<b>TOTAL</b>	<b>100</b>

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**5.0 FORMAT FOR STATEMENT OF QUALIFICATIONS**

## GENERAL INSTRUCTIONS

- 5.1 Qualifications shall be prepared **SIMPLY AND ECONOMICALLY**, providing a straightforward, **CONCISE** description of the respondent's ability to meet the requirements of this RFQ. Emphasis shall be on the **QUALITY**, completeness, clarity of content, responsiveness to the requirements, and an understanding of Owner's needs.
- 5.2 Qualifications shall be a **MAXIMUM** of fifty (50) **PRINTED PAGES**. The cover, table of contents, divider sheets, and signature page do not count as printed pages.
- 5.3 Respondents shall carefully read the information contained in this RFQ and submit a complete response to all requirements and questions as directed. Incomplete qualifications will be considered non-responsive and subject to rejection.
- 5.4 Qualifications and any other information submitted by respondents in response to this RFQ shall become the property of the Owner.
- 5.5 The Owner will not compensate respondents for any expenses incurred in Qualifications preparation or for any presentations that may be made, unless agreed to in writing in advance or required by law. Respondents submit Qualifications at their own risk and expense.
- 5.6 Qualifications that are qualified with conditional clauses, alterations, items not called for in the RFQ documents, or irregularities of any kind are subject to rejection by the Owner, at its option.
- 5.7 The Owner makes no representations of any kind that an award will be made as a result of this RFQ, or subsequent RFP. The Owner reserves the right to accept or reject any or all Qualifications, waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ when deemed to be in Owner's best interest.
- 5.8 Qualifications shall consist of answers to questions identified in Section 3 of the RFQ. It is not necessary to repeat the question in the Qualifications; however, it is essential to reference the question number with the corresponding answer.
- 5.9 Failure to comply with all requirements contained in this Request for Qualifications may result in the rejection of the Qualifications.

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## PAGE SIZE, BINDING, DIVIDERS, AND TABS:

- 5.10 Qualifications shall be printed on letter-size (8-1/2" x 11") paper and GBC assembled, stapled, or binder clipped. Do not use 3-ring binders.
- 5.11 Additional attachments shall NOT be included with the Qualifications. Only the responses provided by the respondent to the questions identified in Section 3 of this RFQ will be used by the Owner for evaluation.
- 5.12 Separate and identify each criteria response to Section 3 of this RFQ by use of a divider sheet with an integral tab for ready reference.

## TABLE OF CONTENTS:

- 5.13 Submittals shall include a "Table of Contents" and give page numbers for each part of the Qualifications.

## PAGINATION:

- 5.14 Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.)

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**6.0 SIGNATURE**

This execution of offer must be completed, signed, and returned with the respondent's qualifications. Failure to complete, sign and return this execution of offer with the qualifications may result in rejection of the qualifications. Signing a false statement may void the submitted qualifications or any agreements or other contractual arrangements, which may result from the submission of respondent's qualifications. A false certification shall be deemed a material breach of contract and, at owner's option, may result in termination of any resulting contract or purchase order.

**6.1 REPRESENTATIONS**

By signing below, Respondent represents and warrants that:

- 6.1.1 the Qualifications and all statements and information prepared and submitted in response to this RFQ are current, complete, true and correct;
- 6.1.2 it is not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount trip, favor or service to a public servant in connection with the submitted Qualifications or any subsequent proposal. Failure to sign below, or signing a false statement, may void the Response or any resulting contracts at the Owner's option, and the Respondent may be removed from all future proposal lists at this County;
- 6.1.3 the individual signing this document and the documents made part of the RFQ is authorized to sign such documents on behalf of the Respondent and to bind the Respondent under any contract which may result from the submission of the Response;
- 6.1.4 no relationship, whether as a relative, business associate, by capital funding agreement or by any other such kinship exists between Respondent and an employee of Collin County, Texas
- 6.1.5 no compensation has been received for participation in the preparation of this RFQ (ref. Section 2155.004 Texas Government Code);
- 6.1.6 Respondent complies with all federal laws and regulations pertaining to Equal Employment Opportunities and Affirmative Action;
- 6.1.7 to the best of its knowledge, no member Collin County Commissioners' Court or Elected official has a financial interest, directly or indirectly, in the Project; and
- 6.1.8 each individual or business entity proposed by Respondent as a member of its team that will engage in the practice of engineering or architecture will be selected based on demonstrated competence and qualifications only.

- 6.2 REQUESTED DOCUMENTATION INCLUDED?
- 6.3 ORIGINAL AND FOUR (4) COPIES INCLUDED?
- 6.4 ALL QUESTIONS ADDRESSED IN REQUIRED FORMAT?
- 6.5 COMPLETED SIGNATURE?

**TYPE OR PRINT:**

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\_\_\_\_\_  
FIRM NAME  
TITLE

\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE &

\_\_\_\_\_

PHONE:( ) \_\_\_\_\_

\_\_\_\_\_  
STREET ADDRESS and/or P.O. BOX NO.

A/C PHONE NUMBER

\_\_\_\_\_  
CITY/STATE/ZIP CODE

FAX: ( ) \_\_\_\_\_  
A/C FAX NUMBER

\_\_\_\_\_  
FIRM'S TAX IDENTIFICATION NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS

_____ <b>SIGNATURE</b>	/ _____ <b>DATE</b>
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Agreement No 2013-187

## ARCHITECTURAL AND CONSULTING SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered by and between COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, hereinafter referred to as "County", and \_\_\_\_\_, a \_\_\_\_\_, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

### WITNESSETH:

**WHEREAS**, the County desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related Architectural services in connection with various small County projects under \$1,000,000.00, hereinafter referred to as the "Project"; and

**WHEREAS**, the Architect desires to render such Architectural services for the County upon the terms and conditions provided herein.

### NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

#### **I. Employment of the Architect**

The County hereby agrees to retain the Architect to perform professional Architectural services in connection with the Project; Architect agrees to perform such services in accordance with the terms and conditions of this Agreement, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances.

#### **II. Scope of Services**

2.1 Before commencing work on any project the Architect shall submit his proposed fee in writing. Should the fee not be acceptable, Collin County will have the right to contact the next most qualified Architectural firm per RFQ 2013-187 and attempt to negotiate a fair and reasonable price per section 2254.004 of the Texas Government Code. Work for each phase shall be preceded by a Notice to Proceed issued by County. The parties understand and agree that deviations or modifications in the form of written change orders may be authorized from time to time by the County.

2.2 The Architect will serve as the County's professional Architectural representative under this Agreement, providing professional Architectural, consultation, advice and furnishing customary services incidental thereto. The Architect agrees to cooperate and coordinate with other design professionals, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

2.3 The Architect shall advise the County with regard to the necessity for subcontract work such as special surveys, tests, test borings, or other subsurface investigations in connection with design and Architectural work to be performed hereunder. The Architect shall also advise the County concerning the results of same. Such survey, test, and investigations shall be furnished to the County.

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2.4 The presence or duties of the Architect's personnel at a construction site, whether as on-site representatives or otherwise, do not make the Architect or its personnel in any way responsible for those duties that belong to County's construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including but not limited to, all construction methods, means, techniques, sequences and procedures necessary for completing all portions of the construction work in accordance with the Contract Documents and any health or safety precautions required by such construction work. The Architect and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

2.5 The Architect will make periodic recommendations for periodic construction progress payments to the construction contractor. Recommendations by the Architect to the County for periodic construction progress payments to the construction contractor will be based on the Architect's knowledge, information, and belief, from sampling and observation, that the work has progressed to the point indicated. Such recommendations do not represent that there are not other matters at issue between the County and the construction contractor that affect the amount that should be paid.

2.6 The Architect agrees to provide a complete and coordinated set of drawings and specifications for the construction of the Project, exercising the same degree of care, skill, and diligence as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. Construction drawings, specifications, and other construction documents prepared by the Architect or its consultants and submitted to the County for approval or contractors for bidding or negotiation purposes shall be complete and capable of construction "as is". While the utility of communications between design professionals and construction contractors for the purpose of clarifying design intent is recognized, the Project should be capable of construction without the necessity of formal revisions or contract modifications to provide missing design information after construction contracts are awarded. Said documents shall comply with all applicable codes, ordinances, statutes, and regulations governing the design of the Project.

2.7 The Architect shall assist the County in the preparation and filing of documents required for the approval of governmental authorities having jurisdiction over the Project.

### **III. Schedule of Services**

3.1 The Architect agrees to commence its services immediately upon execution of this Agreement, or as otherwise directed in writing by the County, and to proceed diligently with said services to completion. Architect shall not be considered in default of this Agreement for delays in performance caused by circumstances beyond its reasonable control. Should such circumstances occur, the Architect shall, within a reasonable time of being prevented from performing, give written notice to the County describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

3.2 In the event that the Architect is delayed in the progress of the work on the Project by an act or neglect of the County, County's employees, separate contractors employed by the County, by changes ordered in the Project, fire, adverse weather conditions not reasonably anticipated, unavoidable casualties or other causes beyond the Architect's control, delay authorized by the County pending arbitration, or by other causes which the County and Architect agree may justify delay, then the Contract Time shall be reasonably extended by Change Order. The County shall have the right at any time to delay or suspend the work or any part thereof for any reasonable time, and if this happens, the Architect's sole remedy for

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any delays or suspension shall be an extension of time. The County shall not be independently liable to the Architect for any delay or interference caused by circumstances beyond the County's control or any delay caused by any other person or entity.

#### **IV. Compensation and Method of Payment**

The parties agree that the Architect shall be compensated for all services provided pursuant to this Agreement. Architect further agrees that it will prepare and present monthly progress reports and itemized statements for each project assigned. Payment will be made in accordance with The Texas Government Code, Title 10, Subtitle F, Chapter 2251. Architect further agrees to the following terms prior to payment being due by County:

##### **A. Invoice and Payment**

- (1) The Architect shall provide the County sufficient documentation to reasonably substantiate the invoices.
- (2) The Architect will issue monthly invoices for all work performed under the Agreement.
- (3) In the event of disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The County will exercise reasonableness in contesting any portion thereof. NO interest will accrue on any contested portion of the billing until mutually resolved.
- (4) In the event of any conflict between Paragraph IV and Chapter 2251 of the Texas Government Code, The Texas Government Code shall prevail.

#### **V. Information to be provided by the County**

5.1 The County agrees to furnish to Architect, prior to the Architect's commencement of its services, all that information set forth and described on Exhibit "B", which is attached hereto and thereby made a part of this Agreement.

5.2 The County will make its facilities accessible to the Architect as required for the Architect's performance of its services. The Architect represents that it understands the scope of this Agreement and has reviewed and inspected the Project sites, and can fully perform its obligations pursuant to this Agreement. Any failure of the Architect to acquaint itself with the available information will not relieve the Architect from its responsibilities pursuant to this Agreement.

5.3 The County shall disclose, to the extent known to the County, the results of prior tests, inspections or investigations conducted for the Project upon request by the Architect.

#### **VI. Progress Meetings**

In addition to providing the monthly progress reports as required under Paragraph IV herein above, Architect agrees to attend all regularly scheduled meetings with Collin County staff and other meetings as may be required, related to the "Project" and scheduled by County. Architect shall, at such meetings, outline work accomplished and special problems or delays encountered in connection with the Project during the previous report period, as well as planned work activities and special problems and delays anticipated for the next report period. The Architect agrees to cooperate and coordinate with other design professionals, the County and its contractors to help facilitate efficient construction of the Project and maintain the Project schedule.

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**VII. Insurance**

Architect agrees to meet all insurance requirements as set forth on Exhibit "C" which is attached hereto and thereby made a part of this Agreement.

**VIII. Indemnity**

8.1 The Architect agrees to the fullest extent permitted by law, to indemnify and hold harmless the County and its officers, agents and employees of and from damages, injuries (including death), claims, property damages (including loss of use), losses, demands, suits, judgments and costs, including reasonable attorney's fees and expenses, arising out of or occasioned by Architect's breach of any of the terms or provisions of this Agreement, or by any other negligent act, error or omission of the Architect, its agents, servants, employees, subcontractors, licensees, invitees, or any other persons or entities for whose acts the Architect is legally liable.

8.2 In claims against any person or entity indemnified under this Section 8.1 by an employee of the Architect, anyone directly or indirectly employed by the Architect or anyone for whose acts the Architect may be liable, the indemnification obligation under this Section 8.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Architect under workers' compensation acts, disability benefit acts or other employee benefit acts.

**IX. Independent Contractor**

In the performance of services hereunder, the Architect shall be deemed an independent contractor and shall not, with respect to its acts or omissions, be deemed an agent, subcontractor or employee of the County.

**X. Assignment and Subletting**

The Architect agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the County. The Architect further agrees that the assignment or subletting of any portion or feature of the services required in the performance of this Agreement shall not relieve the Architect from its full obligations to the County as provided by this Agreement.

**XI. Audits and Records/Prohibited Interest**

11.1 The Architect agrees that at any time during normal business hours, and as often as County may deem necessary, Architect shall make available to representatives of the County for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the County to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or of such other or longer period, if any, as may be required by applicable statute or other lawful requirements.

11.2 The Architect agrees that it is aware of the conflict of interest requirements of the state law which are applicable to persons entering into contracts with the County and will abide by the same. Further, a lawful representative of Architect shall execute the Affidavit shown in Exhibit "D". Architect

## Agreement No 2013-187

understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the agreement voidable.

11.3 The Architect acknowledges to the County that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interest, direct or indirect, in property abutting the proposed Project and business relationships with persons or entities with interest in abutting properties.

## **XII. Contract Termination**

The parties agree that County shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to Architect. In the event of such termination without cause, Architect shall deliver to County all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect shall have the right to terminate this Agreement upon thirty (30) days written notice to County in the event of the County's breach of any material term of this Agreement, including but not limited to compensation and method of payment. Regardless of which party initiates termination, Architect shall be entitled to compensation for any and all services completed to the satisfaction of County in accordance with the provisions of this Agreement prior to termination.

## **XIII. Cost Estimates**

The parties recognize and agree that any and all Architect's estimates of probable construction costs (estimates) prepared by Architect in connection with the Project represent the best judgment of Architect as a design professional familiar with the construction industry, but that the Architect has no control over costs or the price of labor, equipment or materials or over the Contractor's methods of pricing and does not guarantee that any bids solicited or received in connection with the Project will not vary from estimates prepared by Architect.

## **XIV. Ownership of Documents**

Original drawings and specifications (Instruments of Service) created by Architect are the property of the Architect; however, the Project is the property of the County, and Architect may not use the drawings and specifications for any purpose not relating to the Project without County's consent. County shall be furnished with such reproductions of drawings and specifications as County may reasonably require. Upon completion of the services or any earlier termination of this Agreement under Article XII, and payment in full of all monies due Architect, Architect will revise drawings to reflect significant changes made during construction as per the marked-up prints, drawings, and other data furnished to the Architect by or through the County or Contractor. Architect will promptly furnish the County with one (1) complete set of reproducible record prints. All such reproductions shall be the property of the County who may use them without the Architect's permission for any proper purpose relating to the Project, including but not limited to, maintenance of the Project, additions to the Project, or completion of the Project. The aforementioned revisions will be based upon information supplied by the County's construction contractor and will be assumed by Architect to be complete and accurate. As such, Architect shall not be responsible for errors or omissions resulting therefrom. Prints shall be furnished, as an additional service, at any other time requested by County. The County may use such drawings in any manner it desires; provided, however, that the Architect shall not be liable for the use of such drawings for any project other than the Project described herein.

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**XV. Complete Contract**

15.1 This Agreement, including the exhibits hereto numbered "A" through "D", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument, signed by the County and the Architect.

15.2 Warranties contained in this Agreement are in addition to and not in lieu of, any and all other liability imposed upon the Architect by law with respect to the Architect's duties, obligations, and performance hereunder. The Architect's liability hereunder shall survive the County's final acceptance and payment for the Project. All representations and warranties set forth in this Agreement, including without limitation, this paragraph, shall survive the final completion of the Work or earlier termination of this Agreement. The Architect acknowledges that the County is relying upon the Architect's skill and experience in performing the services pursuant to this Agreement.

**XVI. Mailing of Notices**

Unless instructed otherwise in writing, Architect agrees that all notices or communications to the County permitted or required under this Agreement shall be addressed to the County at the following address:

Contractual Issues:

Mr. Matt Dobecka  
Collin County Purchasing  
2300 Bloomdale Rd., Ste. 3160  
McKinney, TX 75071

Technical Issues:

Mr. Bill Burke  
Construction and Projects  
4600 Community Ave.  
McKinney, TX 75069

County agrees that all notices or communications to Architect permitted or required under this Agreement shall be addressed to Architect at the following address:

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

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the date such notice or communication is posted by the sending party.

**XVII. Miscellaneous****A. Paragraph Headings**

## Agreement No 2013-187

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

**B. Interpret Contract Fairly**

Although this Agreement is drafted by County, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorable for either party.

**C. Venue/Governing Law**

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. The venue for any litigation related to this Agreement shall be in Collin County, Texas.

**D. Parties Bound**

County and Architect, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

**E. Severability**

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision shall be deleted and the remainder of the Agreement shall remain in full force and effect.

**F. Effective Date**

This Agreement shall be effective from and after execution by both parties hereto.

**G. Term of Agreement**

The term of this Agreement shall conform to the schedule as provided for each project assigned. No other extension shall be authorized unless granted by written agreement between the County and Architect.

**H. Observe and Comply**

Architect shall at all times observe and comply with all federal and State laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws, ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Architect agrees to defend, indemnify and hold harmless County and all of its officers, agents, and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

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**WITNESS OUR HANDS AND SEALS** on the date indicated below.

COLLIN COUNTY, TEXAS

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

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

Michalyn Rains, CPPO, CPPB

Purchasing Agent

Court Order No. \_\_\_\_\_

\_\_\_\_\_

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

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

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

Agreement No 2013-187

**ACKNOWLEDGMENT**

**STATE OF TEXAS**            }  
                                          }  
**COUNTY OF \_\_\_\_\_**    }

**BEFORE ME,** \_\_\_\_\_ on this day personally appeared \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_ Corporation, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of the corporation, for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE,** this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**STATE OF TEXAS**            }  
                                          }  
**COUNTY OF COLLIN**        }

**BEFORE ME,** \_\_\_\_\_ on this day personally appeared Michalyn Rains, CPPO, CPPB, Purchasing Agent of COLLIN COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same as the act and deed of COLLIN COUNTY, TEXAS, for the purposes and consideration therein expressed and in the capacity therein stated.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE,** this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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EXHIBIT "A"

SCOPE OF SERVICES

A scope of services will be provided to Collin County for review and approval before the commencement of any work.

## Agreement No 2013-187

**EXHIBIT "B"**

## INFORMATION TO BE PROVIDED BY THE COUNTY

The County will make available to Architect any and all information, data, etc. it may have in its possession or will have in its possession through current County contracts as applicable to each project. Information and data may include geotechnical investigations, soils reports, property surveys and topographic surveys.

## Agreement No 2013-187

**EXHIBIT "C"****INSURANCE REQUIREMENTS**

1.0 Before commencing work, the vendor shall be required, at its own expense, to furnish the Collin County Purchasing Agent with certified copies of all insurance certificate(s) required by Texas Law indicating the coverage is to remain in force throughout the term of this contract. In addition to any coverage required by Texas Law, the vendor shall provide the following coverages.

1.1 Broad Form Commercial General Liability insurance at minimum combined single limits of (\$1,000,000 per-occurrence and \$2,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, independent contractors, and contractual liability each at \$1,000,000 per occurrence. Coverage must be written on an occurrence form.

1.2 Workers Compensation insurance at statutory limits, including employers liability coverage at minimum limits. In addition to these, the contractor must meet each stipulation below as required by the Texas Department of Insurance, Division of Workers' Compensation; (Note: If you have questions concerning these requirements, you are instructed to contact the DWC.

1.2.1 Definitions: Certificate of coverage ("certificate"). A copy of a certificate of authority to self-insure issued by the commission, or a coverage agreement in a form approved by the DWC (i.e. DWC-81, DWC-82, DWC-83, OR DWC-84), showing statutory workers compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project. Duration of the project includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project includes, but is not limited to, all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project.

1.2.2 The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Title 5 of the Texas Labor Code, for all employees of the contractor providing services on the project, for the duration of the project.

1.2.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

1.2.4 If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.2.5 The contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

## Agreement No 2013-187

1.2.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.2.5.2 no later than seven (7) days after receipt by the contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.2.6 The contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

1.2.7 The contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.2.8 The contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.2.9 The contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1.2.9.1 provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Title 5 of the Texas Labor Code, for all of its employees providing services on the project, for the duration of the project;

1.2.9.2 provide to the contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

1.2.9.3 provide the contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.2.9.4 obtain from each other person with whom it contracts, and provide to the contractor:

1.2.9.4.1 a certificate of coverage, prior to the other person beginning work on the project; and

1.2.9.4.2 a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

1.2.9.5 retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

1.2.9.6 notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

## Agreement No 2013-187

1.2.9.7 contractually require each person with whom it contracts, to perform as required by paragraphs 1.2.1 through 1.2.7, with the certificates of coverage to be provided to the person for whom they are providing services.

1.2.10 By signing this contract or providing or causing to be provided a certificate of coverage, the contractor is representing to the governmental entity that all employees of the contractor who will provide services on the project will be covered by workers compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.2.11 The contractor's failure to comply with any of these provisions is a breach of contract by the contractor which entitles the governmental entity to declare the contract void if the contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

1.3 Commercial Automobile Liability insurance shall be no less than \$500,000 combined single limits per accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.

1.4 Professional Liability Insurance at minimum limits of \$1,000,000. This policy must have a two (2) year extended period of coverage, (i.e. tail coverage). If you choose to have project coverage endorsed onto your base policy, this would be acceptable.

2.0 The required limits may be satisfied by any combination of primary, excess or umbrella liability insurances, provided the primary policy complies with the above requirements and the excess umbrella is following form. The vendor may maintain reasonable and customary deductibles, subject to approval by Collin County.

3.0 With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

3.1 A waiver of subrogation in favor of Collin County, its officials, employees, volunteers and officers shall be contained in the workers compensation coverage.

3.2 The vendor's insurance coverage shall name Collin County as additional insured under the General Liability policy.

3.3 All insurance policies shall be endorsed to require the insurer to immediately notify Collin County of any decrease in the insurance coverage limits.

3.4 All insurance policies shall be endorsed to the effect that Collin County will receive at least thirty (30) days notice prior to cancellation, non-renewal or termination of the policy.

3.5 All copies of Certificates of Insurance shall reference the project/contract number.

4.0 All insurance shall be purchased from an insurance company that meets the following requirements:

4.1 A financial rating of B+VII or better as assigned by the BEST Rating Company or equivalent.

5.0 Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:

Agreement No 2013-187

5.1 Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

5.2 Sets forth the notice of cancellation or termination to Collin County.

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**EXHIBIT "D"**

**AFFIDAVIT OF REGULATION OF CONFLICTS OF INTEREST**

The undersigned declares and affirm that during the term of this contract they will maintain compliance as defined in Vernon's Texas Codes Annotated, Local Government Code Title 5, Section C, Chapter 171.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Architect \_\_\_\_\_  
Title of Officer \_\_\_\_\_  
Signature of Officer \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

**STATE OF TEXAS**            }  
                                          }  
**COUNTY OF** \_\_\_\_\_ }

**BEFORE ME**, on this day personally appeared \_\_\_\_\_, known to me (or proved to me on the oath of \_\_\_\_\_ or through \_\_\_\_\_ (description of identity card or other document) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

**GIVEN UNDER MY HAND AND SEAL OF OFFICE**, this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public, State of Texas

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

My Commission expires on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**AFFIDAVIT OF COMPLIANCE**

I, the undersigned, declare and affirm that my company is in compliance with the Immigration and Reform Act of 1986 and all employees are legally eligible to work in the United States of America.

I further understand and acknowledge that any non-compliance with the Immigration and Reform Act of 1986 at any time during the term of this contract will render the contract voidable.

Name of Company	<input type="text"/>
Title of Officer	<input type="text"/>
Name of Officer	<input type="text"/>
Date:	<input type="text"/>



**FORM CIQ**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**Page 2**

**For vendor or other person doing business with local governmental entity**

**5 Name of local government officer with whom filer has affiliation or business relationship.  
(Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?  Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?  Yes  No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?  Yes  No

D. Describe each affiliation or business relationship.

Empty text box for describing affiliations or business relationships.

**6**

Signature line

Signature of person doing business with the governmental entity

Date line

Date

Adopted 11/02/2005

## Question and Answers for Bid #2013-187 - Professional Services, Architect for Small County Projects

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.