

## **NOTICE OF CITY COUNCIL SPECIAL MEETING**

**NOTICE IS HEREBY GIVEN THAT THE CITY COUNCIL OF THE CITY OF ROSENBERG, FORT BEND COUNTY, TEXAS, WILL MEET IN SPECIAL SESSION OPEN TO THE PUBLIC AS FOLLOWS:**

**DATE:** Monday, June 30, 2014

**TIME:** 6:00 p.m.

**PLACE:** Rosenberg City Hall  
City Hall Council Chamber  
2110 4<sup>th</sup> Street  
Rosenberg, Texas 77471

**PURPOSE:** City Council Special Meeting, agenda as follows.

The City Council reserves the right to adjourn into Executive Session at any time during the course of this meeting to discuss any of the matters listed below, as authorized by Title 5, Chapter 551, of the Texas Government Code.

Call to order: City Hall Council Chamber

### GENERAL COMMENTS FROM THE AUDIENCE.

*Citizens who desire to address the City Council with comments of a general nature will be received at this time. Each speaker is limited to three (3) minutes. In accordance with the Texas Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. It is our policy to have all speakers identify themselves by providing their name and residential address when making comments.*

### COMMENTS FROM THE AUDIENCE FOR CONSENT AND REGULAR AGENDA ITEMS.

*Citizens who desire to address the City Council with regard to matters on the Consent Agenda or Regular Agenda will be received at the time the item is considered. Each speaker is limited to three (3) minutes. Comments or discussion by the City Council Members will only be made at the time the agenda item is scheduled for consideration. It is our policy to have all speakers identify themselves by providing their name and residential address when making comments.*

## **AGENDA**

1. Hear and discuss presentations from the following firms for the Facilities Master Plan Project, and take action as necessary (Trinker):
  - a) Brinkley Sargent Architects;
  - b) Durand-Hollis Rupe Architects,
  - c) Pierce Goodwin Alexander & Linville (PGAL);
  - d) Roth Management Group (RMG); and,
  - e) TurnerDuran Architects.
2. Consideration of and action on Resolution No. R-1810, a Resolution selecting a firm to provide professional services for the Facilities Master Plan Project; and, authorizing the City Manager to negotiate, for and on behalf of the City, a Professional Services Agreement regarding same. (Trinker)
3. Adjournment.

[EXECUTION PAGE TO FOLLOW]

DATED AND POSTED this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, at \_\_\_\_\_ m.

by \_\_\_\_\_.

\_\_\_\_\_  
Attest:  
Linda Cernosek, TRMC, City Secretary

\_\_\_\_\_  
Approved for Posting:  
Robert Gracia, City Manager

\_\_\_\_\_  
Approved:  
Vincent M. Morales, Jr., Mayor

Reasonable accommodation for the disabled attending this meeting will be available; persons with disabilities in need of special assistance at the meeting should contact the City Secretary at (832) 595-3340.

Executive Sessions: The City Council may retire to executive session in accordance with the Texas Government Code, any time between the meeting's opening and adjournment for the purposes of:

- consultation with legal counsel (Section 551.071);
- deliberation regarding real property (Section 551.072);
- deliberation regarding economic development negotiations (Section 551.087)
- deliberation regarding the deployment or specific occasions for implementation of security personnel or devices (Section 551.076)

Attendance by other elected or appointed officials: It is anticipated that members of other city boards, commissions or committees whose meetings may be governed by the Texas Open Meetings Act may attend this meeting in numbers that may constitute a quorum of the other city boards, commissions or committees. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible quorum/meeting of the other boards, commissions or committees of the City, whose members may be in attendance. The members may speak as recognized by the presiding officer, but no action may be taken by any board, commission or committee unless such item is specifically provided for on an agenda designated for that board, commission or committee and posted in compliance with the Texas Open Meetings Act.

This Agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering the available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

## **General Comments from the Audience:**

**Citizens who desire to address the City Council with comments of a general nature will be received at this time. Each speaker is limited to three (3) minutes. In accordance with the Texas Open Meetings Act, the City Council is restricted from discussing or taking action on items not listed on the agenda. It is our policy to have all speakers identify themselves by providing their name and residential address when making comments.**

## **Comments from the Audience for Consent and Regular Agenda Items:**

**Citizens who desire to address the City Council with regard to matters on the Consent Agenda or Regular Agenda will be received at the time the item is considered. Each speaker is limited to three (3) minutes. Comments or discussion by the City Council Members will only be made at the time the agenda item is scheduled for consideration. It is our policy to have all speakers identify themselves by providing their name and residential address when making comments.**



# CITY COUNCIL COMMUNICATION

June 30, 2014

ITEM #	ITEM TITLE
1	Proposal Presentations for Facilities Master Plan Project

### ITEM/MOTION

Hear and discuss presentations from the following firms for the Facilities Master Plan Project, and take action as necessary:

- a) Brinkley Sargent Architects;
- b) Durand-Hollis Rupe Architects,
- c) Pierce Goodwin Alexander & Linville (PGAL);
- d) Roth Management Group (RMG); and,
- e) TurnerDuran Architects.

FINANCIAL SUMMARY	ELECTION DISTRICT
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**Annualized Dollars:**

- One-time
- Recurring
- N/A

**Budgeted:**

- Yes  No  N/A

**Source of Funds:** N/A

- District 1
- District 2
- District 3
- District 4
- City-wide
- N/A

**SUPPORTING DOCUMENTS:****MUD #:** N/A

- 1. None

### APPROVALS

**Submitted by:**

Jeff Trinker  
Executive Director of  
Support Services

**Reviewed by:**

- Exec. Dir. of Administrative Services
- Asst. City Manager of Public Services
- City Attorney
- City Engineer
- (Other)

**Approved for Submittal to City Council:**

Robert Gracia  
City Manager

### EXECUTIVE SUMMARY

A total of seven (7) responses were received to the Request for Qualifications (RFQ) No. 2014-10 for the Facilities Master Plan Project. A staff committee reviewed and rated the response submittals based on the indicated criteria in the RFQ and invited the top five (5) firms to make a presentation to City Council.

Representatives from the named firms will present their qualifications and proposals. City Council will have an opportunity to pose questions to the presenting firms.



# CITY COUNCIL COMMUNICATION

June 30, 2014

ITEM #	ITEM TITLE
2	<b>Resolution No. R-1810 – Selecting Firm for Professional Services Negotiations for Facilities Master Plan Project</b>

## ITEM/MOTION

Consideration of and action on Resolution No. R-1810, a Resolution selecting a firm to provide professional services for the Facilities Master Plan Project; and, authorizing the City Manager to negotiate, for and on behalf of the City, a Professional Services Agreement regarding same.

## FINANCIAL SUMMARY

### Annualized Dollars:

One-time  
 Recurring  
 N/A

### Budgeted:

Yes  No  N/A

**Source of Funds:** N/A

## ELECTION DISTRICT

District 1  
 District 2  
 District 3  
 District 4  
 City-wide  
 N/A

## SUPPORTING DOCUMENTS:

1. Resolution No. R-1810
2. Resolution No. R-1788 – 05-06-14
3. City Council Meeting Minute Excerpt – 05-06-14

**MUD #:** N/A

## APPROVALS

### Submitted by:

Jeff Trinker  
Executive Director of  
Support Services

### Reviewed by:

Exec. Dir. of Administrative Services  
 Asst. City Manager of Public Services  
 City Attorney  
 City Engineer  
 (Other)

### Approved for Submittal to City Council:

Robert Gracia  
City Manager

## EXECUTIVE SUMMARY

Resolution No. R-1810 provides for City Council to designate a firm to provide the City of Rosenberg with professional services related to the creation a Facilities Master Plan, and authorizes the City Manager to negotiate an agreement with the selected firm.

**RESOLUTION NO. R-1810**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, SELECTING A FIRM TO PROVIDE PROFESSIONAL SERVICES FOR THE FACILITIES MASTER PLAN PROJECT; AND, AUTHORIZING THE CITY MANAGER TO NEGOTIATE, FOR AND ON BEHALF OF THE CITY OF ROSENBERG, TEXAS, A PROFESSIONAL SERVICES AGREEMENT REGARDING SAME.**

\* \* \* \* \*

**BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:**

Section 1. The approval and selection of \_\_\_\_\_, to provide professional services in response to the Request for Qualifications No. 2014-10 for the Facilities Master Plan Project.

Section 2. The City Manager is hereby authorized to negotiate a Professional Services Agreement and any/all documentation necessary to facilitate said project.

Section 3. A copy of the Statement of Qualifications is attached hereto as Exhibit "A" and made a part hereof for all purposes.

**PASSED, APPROVED, AND RESOLVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2014.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Linda Cernosek, **City Secretary**

\_\_\_\_\_  
Vincent M. Morales, Jr., **Mayor**

RESOLUTION NO. R-1788

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ROSENBERG, TEXAS, AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS REGARDING A CITY FACILITIES MASTER PLAN.

\* \* \* \* \*

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF ROSENBERG:

Section 1. The City Council of the City of Rosenberg hereby authorizes the issuance of a Request for Qualifications regarding a City Facilities Master Plan.

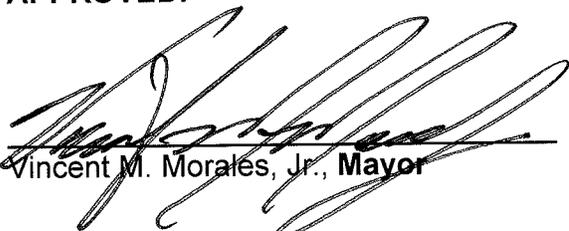
Section 2. A draft copy of such Request for Qualifications is attached hereto as Exhibit "A" and made a part hereof for all purposes.

PASSED, APPROVED, AND RESOLVED this 6<sup>th</sup> day of May 2014.

ATTEST:

  
\_\_\_\_\_  
Linda Cernosek, TRMC, City Secretary

APPROVED:

  
\_\_\_\_\_  
Vincent M. Morales, Jr., Mayor





**REQUEST FOR QUALIFICATIONS**  
**RFQ# XXX: City of Rosenberg, TX Facilities Master Plan (Condition and Future Space Needs)**

**Purpose of Request**

The City of Rosenberg is accepting responses from qualified firms interested in developing a Facilities Master Plan to address the City's existing and future facility needs. The City of Rosenberg intends to secure a contract for the development of a Facilities Master Plan for the City of Rosenberg. This assessment shall include both administrative and operational facilities within the City.

The City of Rosenberg will receive sealed responses for a Facilities Master Plan from firms interested and qualified to perform such studies. It is understood that the City of Rosenberg reserves the right to negotiate all elements that comprise the response and to accept or reject part or all of any response.

**Background**

The City of Rosenberg has seen dramatic growth and change over the last decade. Since the 2010 Census, the population has grown 13% to a current estimated population of 34,692. With Fort Bend County continually topping national growth rates, and the Houston economy booming, it is nearly inevitable that Rosenberg's population will continue to add homes, businesses, and residents over the next five years. The City itself currently occupies nearly 37 square miles, with an additional 71 in Rosenberg's extraterritorial jurisdiction (ETJ), much of which is ripe for residential, commercial or industrial development.

This growth will lead to increased demand on existing municipal services, which will necessitate the hiring of additional City staff. Existing City facilities space is not sufficient to accommodate additional employees. Consequently, City leadership will need to begin the process of determining space needs in order to accommodate growth. Major administrative functions are spread throughout four buildings: City Hall, the City Hall Annex, the Police Department and a leased Fire Department administrative office. Additional staff and resources are located at several different sites throughout the City.

In order to make sound and informed decisions regarding municipal work space, the Rosenberg City Council and management team require an assessment of current building conditions in order to determine whether building renovation, expansion of existing facilities or new construction will provide the most practical and cost effective solution to the City's space needs.

**Scope of Services**

The project will consist of conducting a Facilities Master Plan which will seek to consolidate services and operations into as few centralized, geographic sites as possible. The evaluation will include the square footage requirements for personnel, vehicles, apparatus, equipment storage, personnel parking, visitor parking and other associated requirements for the daily operations of each department. Below are the major City facilities along with estimated square footage. This list should not be considered all-inclusive, may change based on discussions with department heads and focuses primarily upon the administrative and staging functions of the facilities (i.e. in the case of the Utilities building, not water treatment functions).

<b>Facility</b>	<b>Square Footage</b>
City Hall	16,710
City Hall Annex	3,840
Civic Center	17,000

Fire Administration	2,955 (Leased)
Old City Hall (not currently used)	3,500
Fire Station #1	8,016
Fire Station #2	10,936
Fire Station #3	8,400
Fleet	5,000
Parks	12,650
Police	15,000
Streets	6,000
Utilities / Wastewater #1A	8,500
Water Plant #3 (Grunwald)	840
Water Plant #4 (Airport)	Equipment/Repair parts

*Facilities Assessment*

Facilities assessments will be provided for existing facilities based on the intended use and in order to determine best use. Building assessments will include a general architectural and structural review of City facilities, with each facility assigned a rating as part of a Facilities Condition Index. Existing buildings will be evaluated to determine how or if they could best accommodate current and future departmental needs. Additions will also be considered to existing buildings in order to accommodate the required space.

The City reserves the right to further investigate individual buildings based on the initial results.

*Space Needs Assessment*

Space standards should be developed for use in the space needs analysis. The space needs assessment should focus on maximizing the cost effectiveness and efficiency of space usage while also attempting to consolidate similar functions at as few geographically centralized locations as possible.

The project will consist of an evaluation of the space needs of all City administrative and operational facilities. The evaluation will include the square footage requirements for personnel, vehicles, apparatuses, equipment storage, personnel parking, visitor parking and other associated requirements for the daily operations of each department.

The space needs assessment should include estimates for both the renovation/expansion of existing facilities in order to meet future space needs, as well as cost options for the construction of new facilities.

*Other Considerations*

- A fourth fire station will be needed sometime in the future.
- The creation of a dedicated and hardened Emergency Operations Center (possibly located within Fire Station #4) should be considered.
- A hardened location for the storage of City records (possibly located within the hardened EOC).
- The identification of non-leased space for the administrative functions of the Fire Department.
- Adequate outdoor space for the storage of materials, vehicles, heavy equipment and all other types of repair materials and equipment.
- The firm will need to provide direction on continuing with future expansion of public facilities.
- The firm will incorporate information technology usage in the facilities and provide recommendations with cost estimates on any needed upgrades and/or improvements to keep current with information technology advances.

- In general, the firm will look for inefficiencies due to the current locations of departments/divisions, as well as the geographic locations of facilities within the City, in order to provide options to maximize operational efficiency and customer service.

#### *Facilities Master Plan*

The facilities and space needs assessment components should be incorporated into a Facilities Master Plan which will outline the current status and future use of municipal facilities, will assist the City with the provision of space for current and future employees and will help guide the development of future renovations and capital improvements.

#### **Deliverables**

At a minimum, the Facilities Master Plan should contain the following information:

1. Develop a Facilities Condition Index and rate all facilities according their condition; make note of all significant deficiencies. The facilities assessment should note whether the facility currently meets its intended need and, if so, approximately how long it will continue to do so.
2. Meet with all City departments to develop metrics used to determine future space needs for personnel and equipment.
3. Incorporate the findings of the the facilities condition and space needs assessments into a Facilities Master Plan which will provide options and recommendations as to the most efficient and cost effective methods by which to achieve the City's facilities-related goals. These options and recommendations should include ballpark cost estimates.

#### **Response to the Request for Qualifications**

The following items are required in each response. In order to expedite the evaluation of responses, interested firms will organize their responses in the same sequence as presented in this document. Instructions regarding scope and contents are given in this section. These instructions are designed to ensure the submission of information essential to the understanding and comprehensive evaluation of each response. Responses must contain a concise presentation of sufficient length to be complete.

Brevity is appreciated when possible. All documents and attachments will be contained in a presentation folder or binder no larger than 8- 1/2" by 11". A CD or USB flash drive containing the complete submission in PDF format must also be included. No submittals via email or fax will be accepted. Responses for 'boilerplate' plans will not be accepted.

#### 1) COVER LETTER:

A cover letter with company name, address, phone number, project contact and principal signature is required, expressing interest in the project and certifying that sufficient resources in personnel, equipment, and time are available and can be committed to this project.

#### 2) WORK PLAN:

Explain the work plan with detailed specific tasks as noted in Scope of Service Section of this RFQ. Note all tasks and the responsible parties including the City and sub-firms.

#### 3) PROJECT SCHEDULE:

A projected schedule showing key milestones (including community meetings, public meetings and staff team meetings) and estimated task duration in weeks must be included.

#### 4) PROJECT TEAM:

Provide a resume for the Principal of the firm along with a resume for the Project Manager. Provide primary contact, names and titles of employees and all subcontractor team members, partnering firms and their team members who will have responsibilities under the subsequent agreement. Provide a brief background on all participants to include professional work and areas of expertise.

5) RELEVANT EXPERIENCE:

List projects of a similar nature with which the successful proposer has had direct experience. Be specific on why the referenced projects are similar to this project, including but not limited to project location, description, date of implementation, services provided by your firm for the project, and client contact information. Include cost information and photos/deliverables, if available. Provide contact information for referenced projects.

6) QUALITY CONTROL:

Describe how the successful firm will handle quality control to monitor and resolve issues as they arise.

7) CONFLICT OF INTEREST FORM ("CIQ"):

Submit a completed CIQ form with the response (provided).

8) DOCUMENT FORMAT:

The successful firm agrees to provide one (1) original and ten (10) copies of both the draft and final version of the assessment in hard copy and in PDF format. Any maps created will be maintainable using current City software programs.

**Evaluation Criteria**

The City will evaluate the qualifications of firms submitting responses based on, but not limited to, the following criteria and will award points in each category up to the maximum number of points listed in parentheses:

1. Quality of response submission. All information requested has been submitted. (10)
2. The firm's history, background, staffing, and capabilities to complete this assignment. (15)
3. Approach to providing services, proposed methodology and time lines. Commitment to meeting project agendas, time frames and budgets. (25)
4. Personnel or sub-firms' background, qualifications, demonstrated creativity and experience in the municipal architecture industry. (25)
5. Experience and demonstrated expertise in developing a similar Plan for similarly-sized communities. Provide municipal references and samples provided for work of similar scope. (25)

TOTAL 100

Optional: Interview/Presentation by short-listed firms. (25)

**Evaluation Committee and Ranking**

A committee comprised of City staff shall review and rank all responses according to qualifications, and firms may be selected for interviews or oral presentations as deemed necessary by the committee. The committee shall make a recommendation to the City Council as to the most qualified firm with which to negotiate services. The City makes no commitment to any respondent to this RFQ beyond consideration of its written response.

## **Interviews and Presentations**

The City may conduct interviews with one or more qualified firms. The City reserves the right to select a firm without interviews based solely on the information contained in the response.

## **Contract**

The selection of a consulting firm and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which response best fits the City's needs and to award the contract on that basis, to reject any and all responses or portions thereof, waive any irregularities of any response, negotiate with any potential firm (after responses are opened) if such is deemed in the best interest of the City.

## **Award of Contract**

### **1) NEGOTIATIONS:**

After selection of a firm based on qualifications, the City will then enter into negotiations as to the terms of the contract, all aspects of services, and the compensation to be paid to the selected company.

### **2) INABILITY TO REACH AGREEMENT:**

In the event the negotiations between the most qualified proponent(s) selected and the City cannot be completed as a result of an inability to reach agreement on the fee for services or the scope of work to be performed, then at the option of the City, the contract may be awarded to the next most qualified proponent. Negotiations will continue in this sequence until a contract is finalized or all responses are rejected.

### **3) CITY COUNCIL APPROVAL:**

The final contract will be submitted to the City Council for approval.

### **4) FINAL CONTRACT:**

a) The selected firm will be required to assume responsibility for all services offered in its response. The successful firm will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

b) The successful firm will be required to enter into a General Services Contract with the City (attached).

c) This RFQ and the successful firm's response, or any part thereof, may be incorporated into and made a part of the final contract. The City reserves the right to negotiate the terms and conditions of the contract with the successful firm.

## **Submission of Response and Deadline**

Submit one (1) original, ten (10) copies and a PDF file of the response to the City Secretary office no later than **3:00 p.m. on May 30, 2014.**

By mail:  
City of Rosenberg  
City Secretary  
P.O. Box 32  
Rosenberg, TX 77471

In-person:  
City of Rosenberg  
2110 4<sup>th</sup> Street  
Rosenberg, TX 77471

Each response shall be sealed and manually signed by a person having the authority to bind the firm in a contract. All responses shall be signed and dated. Responses that are not signed and dated

will be rejected. Facsimile transmittals shall not be accepted.

## **Instructions, Terms and Conditions**

### *General Instructions*

Firms submitting responses should carefully examine all terms, conditions, specifications and related documents. Should discrepancies or omissions from the specifications or related documents be discovered, or should there be doubt as to their meaning, the City should be notified immediately for clarification prior to submitting the responses. In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

### *Questions*

All question regarding this response and any regarding the meaning or intent of the RFQ are to be directed to the following contact:

City of Rosenberg  
Jeff Trinker  
Executive Director – Support Services  
P.O. Box 32  
Rosenberg, TX 77471  
832-595-3310  
E-mail: jefft@ci.rosenberg.tx.us

### *Altering Responses*

Responses cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the response, guaranteeing authenticity.

### *Communication*

The City shall not be responsible for any verbal communication between any employee of the City and any potential firm. Only timely and properly submitted written responses will be considered.

### *Contract Award*

If a contract is awarded, the firm will be selected on a rational basis using the response evaluation factors and results of subsequent negotiations. The City has the right to award a contract upon the conditions, terms, and specifications contained in a response submitted to the City for a period of up to one hundred twenty (120) days following the date specified for the response submission deadline.

### *Delivery*

The City shall not be responsible for the costs related to the delivery of proposals or, if selected, any materials associated with the project.

### *Descriptions*

It is the intent of the City to be descriptive - not restrictive and to establish a desired quality level of product or to meet a pre-established standard of quality. Firms may offer items of equal quality and the burden of proof of such quality rests with them. The City shall act as sole judge in determining quality and acceptability of products offered.

### *Indemnification*

Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this

Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this Contract who is sued by a third party for acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.

*Insurance*

The successful Firm shall provide and maintain the minimum insurance coverage set forth in the General Services Contract/Policy for Bidding Projects attached herein.

*Late Responses*

Responses received at the City office after submission deadline will be considered void and unacceptable. City is not responsible for lateness or non-delivery of mail, carrier, etc., and the date/time stamp in the City office shall be the official time of receipt.

*Pricing*

Once a contract is negotiated, prices for all goods and/or services shall be firm for the duration of this contract. Prices shall be all inclusive.

*Reimbursement*

There is no express or implied obligation for the City to reimburse responding Firms for any expenses incurred in preparing responses in response to this RFQ and City will not reimburse responding firms for these expenses, nor will City pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services.

*Responsible Firms*

The City shall only consider responsible firms who have the financial ability, experience, resources, skills, capability, reliability and business integrity necessary to perform the requirements of the contract. The City will consider references and other information available, whether specifically provided by the respondent or otherwise. Firms with an owner or principal convicted within the past ten (10) years of a crime that impugns honesty or integrity, or with unsatisfied tax or judgment liens, are ineligible to participate and shall not submit.

*Sales Tax*

The City is exempt by law from payment of Texas Sales Tax and Federal Excise Tax. Do not include tax in response.

*Standard Contract(s)*

Attached to this RFQ is the City's General Services Contract/Policy for Bidding Projects. The Firm should review the attached General Services Contract/Policy for Bidding Projects thoroughly, and by submitting a response, the Firm is agreeing to sign the City's General Services Contract without modification if selected to work for the City.

It is not necessary to include the General Services Contract with the RFQ submittal; the document is provided for informational purposes only.

*Withdrawal of Responses*

Any response may be withdrawn prior to the scheduled time for opening. Notice to withdraw the response must be in. Any response withdrawal notice, which is received after the deadline for receiving responses, shall not be considered.

# CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

**1** Name of person who has a business relationship with local governmental entity.

**2**  Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

**3** Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

Yes       No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes       No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

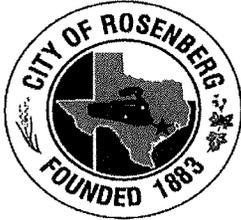
Yes       No

D. Describe each employment or business relationship with the local government officer named in this section.

**4**

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date



## GENERAL SERVICES CONTRACT

This Contract (Contract) is made between the City of Rosenberg, Texas (City), and Contractor. The City and Contractor agree to the terms and conditions of this Contract, which consists of the following parts:

- I. Summary of Contract Terms
- II. Standard Contractual Provisions
- III. Special Terms and Conditions
- IV. Contract Attachments
- V. Signatures

### I. Summary of Contract Terms

Contractor: \_\_\_\_\_  
Description of Services: \_\_\_\_\_  
Maximum Contract Amount: \_\_\_\_\_  
Length of Contract: \_\_\_\_\_  
Effective Date: \_\_\_\_\_  
Expiration Date: \_\_\_\_\_

### II. Standard Contractual Provisions

#### A. Definitions

*Contract* means this Standard Services Contract.

*Services* means the services for which the City solicited bids or received proposals as described in this Contract.

#### B. Services and Payment

Contractor will furnish Services to the City in accordance with the terms and conditions specified in this Contract. Contractor will bill the City for the Services provided at intervals of at least 30 days, except for the final billing. The City shall pay Contractor for the Services in accordance with the terms of this Contract, but all payments of interest on overdue amounts, are subject to the applicable provisions of Chapter 2251 of the Government Code.

#### C. Termination Provisions

- (1) *City Termination for Convenience.* Under this paragraph, the City may terminate this Contract during its term at any time for the City's own convenience where the Contractor is not in default by giving written notice to Contractor. If the City terminates this Contract under this paragraph, the City will pay the Contractor for all services rendered in accordance with this Contract to the date of termination.

(2) *Termination for Default.* Either party to this Contract may terminate this Contract as provided in this paragraph if the other party fails to comply with its term. The party alleging the default will give the other party notice of the default in writing citing the terms of the Contract that have been breached and what action the defaulting party must take to cure the default. If the party in default fails to cure the default as specified in the notice, the party giving the notice of default may terminate this Contract by written notice to the other party, specifying the date of termination. Termination of this Contract under this paragraph does not affect the right of either party to seek remedies for breach of the Contract as allowed by law, including any damages or costs suffered by either party.

(3) *Multi-Year Contracts and Funding.* If this Contract extends beyond the City's fiscal year in which it becomes effective or provides for the City to make any payment during any of the City's fiscal years following the City's fiscal year in which this Contract becomes effective and the City fails to appropriate funds to make any required Contract payment for that successive fiscal year, then this Contract automatically terminates at the beginning of the first day of the City's successive fiscal year of the Contract for which the City has not appropriated funds or otherwise provided for funds to make a required payment under the Contract.

- D. Liability and Indemnity. Any provision of any attached contract document that limits the Contractor's liability to the City or releases the Contractor from liability to the City for actual or compensatory damages, loss, or costs arising from the performance of this Contract or that provides for contractual indemnity by one party to the other party to this Contract is not applicable or effective under this Contract. Except where an Additional Contract Document provided by the City provides otherwise, each party to this Contract is responsible for defending against and liable for paying any claim, suit, or judgment for damages, loss, or costs arising from that party's negligent acts or omissions in the performance of this Contract in accordance with applicable law. This provision does not affect the right of either party to this Contract who is sued by a third party for acts or omissions arising from this Contract to bring in the other party to this Contract as a third-party defendant as allowed by law.
- E. Assignment. The Contractor shall not assign this Contract without the prior written consent of the City.
- F. Law Governing and Venue. **This Contract is governed by the laws of the State of Texas and a lawsuit may only be prosecuted on this Contract in a court of competent jurisdiction located in or having jurisdiction in Fort Bend County, Texas.**
- G. Entire Contract. This Contract represents the entire Contract between the City and the Contractor and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may be amended only by written instrument signed by both parties.

- H. Independent Contractor. Contractor shall perform the work under this Contract as an independent contractor and not as an employee of the City. The City has no right to supervise, direct, or control the Contractor or Contractor's officers or employees in the means, method, or details of the work to be performed by Contractor under this Contract. The City and Contractor agree that the work performed under this Contract is not inherently dangerous, that Contractor will perform the work in a workmanlike manner, and that Contractor will take proper care and precautions to insure the safety of Contractor's officers and employees.
- I. Dispute Resolution Procedures. The Contractor and City desire an expeditious means to resolve any disputes that may arise between them regarding this Contract. If either party disputes any matter in relation to this Contract, the parties agree to try in good faith, before bringing any legal action, to settle the dispute by submitting the matter to mediation before a third party who will be selected by agreement of the parties. The parties will each pay one-half of the mediator's fees.
- J. Attorney's Fees. Should either party to this Contract bring suit against the other party for breach of contract or for any other cause relating to this Contract, neither party will seek or be entitled to an award of attorney's fees or other costs relating to the suit.
- K. Severability. If a court finds or rules that any part of this Contract is invalid or unlawful, the remainder of the Contract continues to be binding on the parties.

**III. Special Terms or Conditions.**

**IV. Additional Contract Documents.** The following specified documents attached to this Contract are part of this Contract, except as follows: any provision contained in any of the Contractor's Additional Contract Documents specified below that conflicts with a Contract provision.

A. Contractor's Additional Contract Document:

- 1. Insurance Certificate

B. City's Additional Contract Documents:

- 1. Technical Specifications & Bid Documents

**V. Signatures.** By signing below, the parties agree to the terms of this Contract:

**CITY OF ROSENBERG:**

**CONTRACTOR:**

\_\_\_\_\_  
 Robert Gracia  
 City Manager

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

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

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

Attest: City Secretary

\_\_\_\_\_

Zero Turn Mower for Parks	18,024
Municipal Court Software Upgrade	3,025
Nine (9) Tasers for CID	8,558
Laser for Public Works	5,245
Tablet PC for Project Director	<u>2,000</u>
	\$36,852

Budget Amendment 14-12 is included as Exhibit "A" to Resolution No. R-1783. Staff recommends approval of Resolution No. R-1783 as presented.

- Joyce Vasut gave an overview of Resolution No. R-1783.

**Action:** Councilor Bolf made a motion, seconded by Councilor McConathy to approve Resolution No. R-1783, a Resolution authorizing the City Manager to execute, for and on behalf of the City, Budget Amendment 14-12 in the amount of \$476,744.00, to fund the FY2014 Street Overlay and Reconstruction Project, the purchase of a mower and other supplemental requests. The motion carried by a unanimous vote of those present.

11. **CONSIDERATION OF AND ACTION ON RESOLUTION NO. R-1788, A RESOLUTION AUTHORIZING THE ISSUANCE OF A REQUEST FOR QUALIFICATIONS REGARDING A CITY FACILITIES MASTER PLAN.**

**Executive Summary:** This item has been added to the Agenda to offer City Council an opportunity to review a draft Request for Qualifications (RFQ) to ultimately select a firm to ascertain the condition of existing City facilities and to plan for and address future space needs.

The purpose of the RFQ would be to identify a firm that could provide an overview of existing and future facility needs in the most efficient and cost-effective means possible, including:

- Conduct an assessment of all City facilities including a rating of each building's condition.
- Work with staff to determine current and future space needs and develop options to meet those needs.
- Prepare and present a final Facilities Master Plan Report.

Staff recommends approval of Resolution No. R-1788, in order to issue an RFQ to receive qualifications to select a firm that will be able to provide a framework for reporting on current requirements and for developing future facility and other space needs recommendations.

**Key discussion points:**

- Jeff Trinker, Executive Director of Support Services gave an overview of the item regarding Resolution No. R-1788.

**Questions/Comments:**

- Councilor Pena stated it is a great idea. City buildings need a lot of repair and we need to move forward.
- Councilor Grigar concurred and stated this is forward thinking.
- Councilor Bolf asked if all City owned buildings will be assessed.
- Jeff Trinker explained what the plan would cover.
- Councilor Benton stated he thinks a building inspector can check the condition of the buildings and he's not sure it is necessary to hire someone to do that.
- Councilor McConathy agreed with Jeff Trinker and the need of an assessment of the city buildings. They are keeping their own records in Permits. There is a concern with employee safety. Has there been an assessment of buildings regarding code compliance?
- Jeff Trinker stated he has not seen anything specifically toward code.
- Councilor Benton asked if this is something for the next budget year.
- Joyce Vasut, Executive Director for Administrative Services stated we currently have funds available for this and is something we could move on now. There is some funding left from other projects in the general supplemental fund.
- Mayor Morales stated we need to centralize more. Fire Station No. 1 needs to be looked at. We need to plan for the future and should move forward with the plan.

**Action:** Councilor McConathy made a motion, seconded by Councilor Bolf to approve Resolution No. R-1788, a Resolution authorizing the issuance of a Request for Qualifications regarding a City Facilities Master Plan. The motion carried by a unanimous vote of those present.

12. **CONSIDER MOTION TO ADJOURN FOR EXECUTIVE SESSION.**

**Action:** Councilor McConathy made a motion, seconded by Councilor Bolf to adjourn for Executive Session. The motion carried by a unanimous vote of those present.

13. **HOLD EXECUTIVE SESSION FOR CONSULTATION WITH CITY ATTORNEY TO RECEIVE LEGAL ADVICE ON LEGAL MATTERS AND PENDING OR CONTEMPLATED LITIGATION AS AUTHORIZED BY TEXAS GOVERNMENT CODE SECTION 551.071; AND, TO DELIBERATE POTENTIAL PURCHASE, EXCHANGE, LEASE, OR VALUE OF REAL PROPERTY PURSUANT TO SECTION 551.072 OF THE TEXAS GOVERNMENT CODE.**

An Executive Session was held for consultation with City Attorney to receive legal advice on legal matters and pending or contemplated litigation as authorized by Texas Government Code Section 551.071; and, to deliberate potential purchase, exchange, lease, or value of real property pursuant to section 551.072 of the Texas Government Code.

14. **ADJOURN EXECUTIVE SESSION, RECONVENE INTO REGULAR SESSION, AND TAKE ACTION AS NECESSARY AS A RESULT OF EXECUTIVE SESSION.**

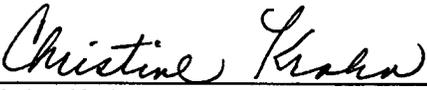
Mayor Morales adjourned the Executive Session and reconvened into Regular Session at 9:30 p.m. No action was taken as a result of Executive Session.

15. **ANNOUNCEMENTS.**

- The City's Special Election will be held Saturday, May 10, 2014.

16. **ADJOURNMENT.**

There being no further business Mayor Morales adjourned the meeting at 9:31 p.m.

  
\_\_\_\_\_  
Christine Krahn, Acting City Secretary

# **ITEM 3**

**Adjournment.**