

# **REQUEST FOR QUALIFICATIONS**

City of Liberty Hill's Comprehensive Plan;  
Unified Development Code;  
and  
Zoning and Subdivision Ordinance Updates



**ISSUED BY:  
City of Liberty Hill  
926 Loop 332  
Liberty Hill, Tx 78642**

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## **INTRODUCTION & PURPOSE**

The City of Liberty Hill, Texas, a Type A General Law city, is requesting proposals for qualified planning consultants to prepare an update to our Comprehensive Plan and Unified Development Code (UDC). Liberty Hill's focus is to establish clear, responsible development regulations with appropriate design criteria that will provide opportunities for innovative and creative approaches to development while supporting an economically viable and sustainable community.

The Comprehensive Plan Update will include at minimum: review and analysis of the current Comprehensive Plan, data collection and analysis, citizen participation, goals and objectives, future land use, zoning designation amendments as well as preservation of open space and parks and recreational planning or other elements as identified by the Planning & Zoning Commission and approved by the City Council. Scopes should include the development of a full Comprehensive Plan with all required appendices, but the selected consultant should expect that not all optional portions of the Comprehensive Plan may be given the notice to proceed.

The City of Liberty Hill desires to produce development regulations that: address contemporary development and zoning practices; are easily understood by administrators, the public and the development community; and, support the goals and policies of the Liberty Hill Comprehensive Plan and other related long-range planning policy documents.

The UDC will address topics related to general provisions, review authority & procedures, applications & permits, subdivision, zoning district & use regulations, site development & design standards, environmental protection, signs, compliance & enforcement. Alternative processes to mitigate Shot Clock requirements will also be required.

Areas of key concern to be incorporated into the UDC include, but are not limited to, the following:

- Updates to the City of Liberty Hill Subdivision Ordinance and incorporating those updates into the UDC
- Updates to the City of Liberty Hill Zoning Ordinance and incorporating those updates into the UDC
- Reviewing existing regulations and recommending new regulations that provide a means of implementing the policies & goals of the Liberty Hill Comprehensive Plan and other related long-range planning policy documents
- Reviewing existing regulations and recommending new regulations that address market trends, incorporate best practices and address contextual issues throughout the City
- Removing or amending outdated or inappropriate standards
- Removing redundancies and conflicts
- Creating clear definitions and terminology
- Providing graphics and illustrations to supplement, replace and/or clarify written regulations
- Crafting regulations that provide for effective administrative enforcement

The Planning & Zoning Commission will function as the citizen advisory committee for drafting the UDC updates. The Unified Development Code Update will provide the regulatory basis for effectively implementing the vision established by community leaders & citizens. This revised Code will address general provisions, review authority & procedures, applications & permits, subdivision, zoning district & use regulations, environmental protection, signs and compliance & enforcement

The City of Liberty Hill will receive sealed responses for a Unified Development Code Update from consultants interested and qualified to perform such studies. It is the intent of the City of Liberty Hill to select a single consultant to accomplish all the services outlined in this Request for Qualifications.

The City of Liberty Hill will receive sealed responses for a Unified Development Code Update to provide for a

contract commencing within ninety (90) days after the date of the award by the City of Liberty Hill and continuing for a period sufficient to complete the original scope of work, though the City places high value on completing the work in an efficient manner and prefers completion of a document within six to nine months of contract.

IT IS UNDERSTOOD that the City of Liberty Hill reserves the right to negotiate all elements that comprise the response and to accept or reject part or all of any response.

Request for Qualifications documents are available at the City of Liberty Hill office and online at [www.libertyhilltx.gov](http://www.libertyhilltx.gov). If Addendums are posted online, they will be posted on the aforementioned website.

## **DEFINITIONS**

*City* – City of Liberty Hill, Texas

*Consultant or Consultant Team* - Professional or consulting firm submitting a response to this RFQ.

*UDC* - Unified Development Code.

*RFQ* - Request for Qualification; this solicitation.

## **ADDITIONAL BACKGROUND**

### **About Liberty Hill**

The City of Liberty Hill is located in Williamson County north of the City of Leander. Liberty Hill is part of the Greater Austin Area. The 2010 Census showed the City to have a population of 967 and the 2020 Census estimate showed the population to be 3,346. One of the main challenges in updating the Comprehensive Plan will be establishing a means to retain the original rural character of the City while planning for appropriate economic development: providing quality businesses and desirable services to residents while alleviating residential tax burden.

During the last several years, Liberty Hill has been one of the fastest growing cities in the Central Texas Region. The city is expected to continue to grow, both in population and economic vitality. Residential permitting activity is the highest in the city's history. Similarly, recent interest in business and commercial development has also shown a significant increase.

### **Comprehensive Plan and Associated Long-Range Plans**

The Liberty Hill Comprehensive Plan, adopted in 2014, brought together components of the 2004 Comprehensive Plan, 2006 Comprehensive Plan update and other strategic plans for Parks and Economic Development. Aligning these plans, while also updating demographics and changes in the market required substantial revisions to the City's development code. The 2014 Plan is nearing its end-of-life cycle. Under pressure from a number of legal changes, most notably SB 2 which significantly changed annexation rules, as well as changes in modern urban planning, although the 2014 plan is just approaching its 8<sup>th</sup> anniversary, it seems that an overhaul of the plan is in order.

The Liberty Hill Comprehensive Plan and related long-range plans may be accessed via the following link: [COLH-Combined-Comp-Plan-FINAL-AUG-2014 \(libertyhilltx.gov\)](http://COLH-Combined-Comp-Plan-FINAL-AUG-2014 (libertyhilltx.gov))

### **Unified Development Code**

The Unified Development Code is where the rubber hits the road. A unified code that attempts to embody the

goals of the Comprehensive Plan when it comes to how things are developed and where, the UDC is critical to the success of Liberty Hill achieving that vision. The current UDC was created under much different circumstances than is reflective of the current Liberty Hill. While there was certainly growth in 2014, it wasn't at the level that the city is currently experiencing. As a General Law city, Liberty Hill is also working to put into place the necessary guidelines that are needed to best protect and serve the property rights of the community, while providing for curated growth and streamlining the development process. The UDC should chiefly aid in achieving the vision of the Comprehensive Plan, and where it's not, or where the Comp Plan itself should change, the UDC needs to change as well.

The current UDC may be accessed via the following link: <http://www.libertyhilltx.gov/UDC>

### **Diagnosis of UDC**

Beyond the recommendations contained in the UDC and other associated long-range plans, City Council, the Planning & Zoning Commission and city staff have identified several issues with the current UDC that the Consultant should note. They are:

1. Need for improved neighborhood compatibility standards
2. Desire to promote vibrant, mixed use areas – need to create mixed use districts of varying intensities
3. Need for new districts tailored to encourage neighborhood-compatible uses to both protect existing neighborhoods and promote access to services
4. Development standards (site & architectural) that differentiate Liberty Hill from other cities and create sense of place, encourage high-quality development, but are flexible enough to allow creativity
5. Clarify & improve subdivision standards; address innovative types of land development & housing
6. Make better use of technical manuals and graphics to simplify the Code itself and improve usability
7. Provide more efficient means to exercise administrative discretion
8. Performance-based buffering of incompatible uses
9. Improved approaches to transportation analysis and connectivity
10. Improved environmental measures, such as tree preservation & water conservation
11. Encouraging different housing & neighborhood types, including current trends in housing
12. Maintaining & enhancing housing quality
13. Balanced consideration of cost impact
14. Improved land use transitions, particularly against established neighborhoods
15. Flexible thoroughfare designs for context sensitivity based upon anticipated capacity needs
16. rather than “one size fits all” thoroughfare standards
17. Use clear language and well-defined terms – “Plan in Plain English”
18. Improve the code generally to reduce the need for negotiated approvals
19. Streamline processes and utilize graphics & flowcharts

### **Planning & Development Related Staffing**

- The current UDC is administered by the following staff:
- City Administrator (1)
- City Engineer (1) <contract>
- Building Official (1)
- Permitting Coordinator (1)
- Code Enforcement Officer (1)
- Director of Planning (1)
- City Planner (1)

The City of Liberty Hill currently relies, at least partially, on the following 3rd parties to assist with UDC administration:

Steger and Bizzell – Civil plan review and inspections; Capital projects; and Engineering

## **SCOPE OF SERVICES:**

### **Comprehensive Plan Overview**

The selected consultant will facilitate a participatory process to develop long range planning objectives that will result in a revised Comprehensive Plan and replacing sections where the plan is in need of complete redrafting. The adopted plan will become the property of the City and will be presented in such a format so that staff may make minor updates as needed and as approved by Council.

The intent is for the selected firm to develop an action oriented strategic planning document to guide land use decision making. The selected firm will work with staff, various city boards and seek ultimate approval by Council.

The proposer shall demonstrate in their response their knowledge and understanding of the issues facing the City of Liberty Hill and how those issues are relevant to the update of the 2014 Comprehensive Plan.

Services shall include but are not limited to:

1. Review and analysis of the existing Comprehensive Plan
  - a. Note outdated items that should be removed or revised
  - b. Identify elements that should be incorporated into the new plan.
2. The elements of the Comprehensive Plan:
  - a. Community history
  - b. Overview of City's current conditions
  - c. Demographics and projections
  - d. Community discovery and engagement process and results
  - e. Future land use
  - f. Transportation planning (a plan exists but may need updating)
  - g. Economic Development Plan (A committee is working toward creation on an Economic Development Plan to be incorporated into the new Comprehensive Plan)
  - h. Utility Services
  - i. Drainage/Floodplain planning

### **UDC Overview**

The scope of the UDC Update will affect areas located within the incorporated limits of the City of Liberty Hill. Certain provisions will apply in the extraterritorial jurisdiction to the extent permitted in the State of Texas or by land owner agreement. There are a number of challenges that can be anticipated including: environmental, topographic, utility & economic challenges. An administrative working group will be established to aid in identifying and addressing these challenges and shall be comprised of certain staff from various city departments and/or 3<sup>rd</sup> Party consultants.

Recognizing the diverse development challenges of Liberty Hill, the Updated UDC will provide a set of development regulations that codify the recommendations of the Comprehensive Plan, Drainage Master Plan, and other developed plans and other related ordinances, while facilitating sustainable development and simultaneously being responsive to a divergent set of community interests. The UDC will incorporate the following methods and considerations in the development of a set of recommendations: diversity of housing, environmental regulations, context sensitivity particularly with the traditional main street, accessibility/visibility, environmental regulations, crime prevention through environmental design (CPTED), land development & planning, and site plan review.

The consultant team selected to prepare the Updated UDC is expected to work in a coordinated and collaborative

manner with the City Engineer when conflicts or opportunities for updated criteria may be needed.

### **Public Involvement**

The consultant team is expected to hold public meetings and workshops with the administrative working group, the City Council, Planning & Zoning Commission (which will also serve as the citizen advisory committee for both the Comprehensive Plan and the UDC) and the general public, to both solidify the vision for the updated plan, but also to identify what Liberty Hill wants to be. This portion of the scope is critical to a plan that reflects the community's vision and how well the changes to the code in support of the plan are accepted.

### **Evaluation of Existing UDC**

The Liberty Hill Comprehensive Plan and other associated long-range plans capture broad policy issues that must be addressed in a revised UDC. The consultant team is expected to review adopted plans & existing evaluation of the UDC and conduct any further evaluation it deems necessary. This may include meeting with public & private stakeholders to obtain input. The consultant team is expected to demonstrate clear understanding of the existing ordinance & necessary actions to achieve the vision established in adopted plans.

### **Identification of Potential Solutions & Approaches**

The consultant team is expected to develop potential solutions and layout a plan to implement the UDC and Comprehensive Plan Update. The consultant team is expected to articulate how proposed updates to the Comprehensive Plan will result in required changes to the UDC and upon acceptance, present a step by step implementation of new codes, working with the City as deemed necessary for input. The first deliverable should be a preliminary table of contents for the new UDC and Comprehensive Plan for stakeholders to give feedback on. Once there is buy in on the Comprehensive Plan, then final deliverable should be an itemized list of code amendments with the necessary language for adoption and timelines for implementation (if it all shouldn't or can't be done at once). This conceptual framework should be driven by the updated Liberty Hill Comprehensive Plan and associated long-range plans.

### **Draft Development**

The consultant team is expected to prepare and submit a written UDC amendment and Comprehensive Plan Update draft that clearly reflects the City of Liberty Hill's expectations regarding appearance, design, quality & density of development. The consultant team shall ensure compliance with all applicable State of Texas statutes. The UDC is expected to rely heavily on graphics to communicate and support regulations. With the draft, the consultant team shall recommend the best method for managing and maintaining codification and updates to the UDC. For purposes of public feedback on the draft, it is expected that consultant will produce an online ordinance with hyperlinks that is user friendly, searchable, and linked to a glossary of diagrams and terms to the extent practical.

### **Final Document Adoption**

The consultant team is expected to carry the UDC and Comprehensive Plan from inception through document adoption by City Council. The adoption process will include a recommendation from the Planning & Zoning Commission and final adoption by the City Council at minimum. Potentially, other boards & commissions such as the Parks & Recreation Advisory Board, Downtown Beautification Board, and Zoning Board of Adjustment may be incorporated at the discretion of the city council. The consultant team's responsibility to attend & lead meetings with these other boards & commissions is subject to negotiation.

The consultant team will provide one (1) original and eight (8) hard copies of both the draft and final versions of the UDC and Comprehensive Plan. They will also provide both versions (draft and final) in electronic format acceptable to the City (i.e. .docx), and web-ready electronic format acceptable to the City. The successful Consultant will create all maps in a City-approved geographical information systems application, that is keyed to existing city map coordinates so that it may be incorporated into Liberty Hill's GIS system. Maps and supporting

documentation will be maintainable using current City software programs. All final map files will be presented in either Arc GIS shape file or City-approved file on a City-approved form of submission.

## **RESPONSE TO THE RFQ**

The following items are required in each response. These are the minimum requirements, and responders should not the other items requested or expected in the sections leading up to this one.

In order to expedite the evaluation of responses, proponents will organize their responses in the same sequence. 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 no larger than 8- 1/2” by 11”, and if they must be delivered in hard copy, contained in a presentation folder or binder.

### **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) PROPOSED ORGANIZATION AND STAFFING FOR THE PROJECT**

This should include a proposed organizational chart for the Project; description of responsibilities for all proposed staff; names and resumes of key staff proposed (be specific); and time commitments of proposed staff (full time/part time and/or number of man days/months per person over the course of the project. This should include all subconsultant team members, partnering firms and their team members who will have responsibilities under the subsequent agreement.

### **3) 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-consultants. Propose methodology for benchmarking performance.

### **4) PROJECT SCHEDULE**

A project schedule showing key task target dates (including community meetings, public meetings and staff team meetings) and estimated task duration.

### **5) RELEVANT EXPERIENCE**

List projects of a similar nature with which the consultant team 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 a link to project photos/deliverables, if available. The consulting team’s response should address experience in similar locales and with similar projects, with the goal of demonstrating how well they fit with and understand Liberty Hill’s circumstances.

**6) QUALITY CONTROL**

Describe how the successful consultant will handle quality control to monitor and resolve issues and check and cross-reference documents.

**7) CERTIFICATION FORM**

Submit a completed *Certification Form* with the response.

**8) CONFLICT OF INTEREST FORM (“CIQ”)**

Submit a completed CIQ with the response.

Failure to address items 1 through 8, above, in detail will be sufficient reason to eliminate a response from consideration

# EVALUATION OF RESPONSES

## 1) EVALUATION CRITERIA:

The City will evaluate the qualifications of consultants submitting responses based on, but not limited to, the following criteria and will award points in each category consistent with the weighting described below:

<u>Criteria</u>	<u>Percentage Weight</u>
<b>Economy &amp; Quality of Submission.</b> All information has been submitted as directed. Proposal is prepared simply & economically, providing straight-forward, concise delineation of consultant team’s capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays and promotional material are not required. Emphasis of proposal must be on completeness and clarity of content.	10
<b>Experience, Knowledge &amp; Reputation.</b> The consultant team’s general depth of experience & knowledge, and its applicability to the project.	15
<b>Availability &amp; Commitment.</b> The consultant team’s availability and commitment to complete the work within time expectations of the City. How much time are individual members of the team anticipated to spend on the project relative to how their experience & knowledge shape the appeal of the consultant team.	15
<b>Planned Approach to Scope of Work.</b> The consultant team’s plan to engage the public & stakeholders. Demonstrated understanding of the anticipated scope and needs of the City, including referenced plans. Creativity demonstrated in the consultant team’s response to achieve this scope or items the consultant team may think are important but not addressed. Demonstrated ability of the consultant team to adapt to changing circumstances or unanticipated challenges. Demonstrated ability to integrate the concerns of local citizens, stakeholders, business community, quality of life issues, transportation issues, etc. even when such issues may present conflicts with one another.	30
<b>Quality of Relevant Work Experience.</b> The consultant team’s experience with similar projects in similar jurisdictions. This experience should reflect modern planning recommendations found in the long-range plans referenced by this RFQ. This experience should also reflect experience in smaller but fast-growing cities with limited staff, but designed in such a way to “grow with the city.”	30
<b>TOTAL</b>	<b>100</b>

**2) CITY STAFF EVALUATION COMMITTEE & RANKING:**

A committee comprised of City staff and/or consultants designated by the City Administrator and the City Council shall review and rank all responses according to qualifications. Selected firms will be scheduled for interviews or oral presentations as deemed necessary by the committee. The City makes no commitment to any respondent to this RFQ beyond consideration of its written response.

**3) CONTRACT:**

The selection of the consultant team and the execution of a contract, while anticipated, are not guaranteed by the City. The City reserves the right to determine which response is in the City's best interest 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 proponent (after responses are opened) if such is deemed in the best interest of the City.

**AWARD OF CONTRACT**

**1) NEGOTIATIONS:**

After selection of a consultant 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 proponent.

**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:**

The selected consultant will be required to assume responsibility for all services offered in its response, whether or not such services are provided by a partnership arrangement. The successful consultant will be considered the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

The successful consultant will be required to enter into a Professional Services Agreement with the City.

This RFQ and the successful consultant'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 consultant.

## **SUBMISSION OF RESPONSE & DEADLINE**

**Electronic Submissions** – submit your statement of qualifications via email or via file share to [lhale@libertyhilltx.gov](mailto:lhale@libertyhilltx.gov) Put in the Subject field – DO NOT OPEN - UDC/COMP SOQ. Since electronic files may get caught in spam filters and the emails may not be opened immediately, it’s ok to follow up a submittal with a phone call confirming receipt.

-OR-

**Hard Copy Submissions** – If you must submit in hard copy format, then submit one (1) original, three (3) hard copies and an electronic (thumb drive) version of the response (as a single, combined file) to city hall c/o City Administrator at the address below. Be sure to put on the envelope in the front, bottom left corner: **DO NOT OPEN – Unified Development Code and Comprehensive Plan SOQ**

**Submission Deadline - 2:00 p.m. Tuesday, February 1, 2022**

**Responses must be received in the City office, or via email before opening date and time.**

IF HAND DELIVERED:	MAILING ADDRESS:
City of Liberty Hill	City of Liberty Hill
926 Loop 332	926 Loop 332
Liberty Hill, TX 78642	Liberty Hill, TX 78642

All responses shall be signed and dated by a person having the authority to bind the firm in a contract. Responses that are not signed and dated will be rejected.

Any questions related to this RFQ, including bid specifications, should be referred to the Liberty Hill City Administrator, Lacie Hale [lhale@libertyhilltx.gov](mailto:lhale@libertyhilltx.gov). Other correspondence to city staff during this procurement process, besides questions or clarifications about this RFQ which may be publicly shared with all interested parties, could subject the respondent to disqualification.

### **Schedule of Important Dates**

The tentative schedule for this Request for Qualifications is as follows:

Release RFQ to Consultants: **Tuesday, December 14, 2021**

Advertisement Dates: **Thursday, December 16, 2021 and Thursday, December 23, 2021**

Deadline for Questions and Inquiries: **No later than 5:00 p.m., Friday, January 21, 2022**

Response Submission Deadline: **No later than 2:00 p.m. Tuesday, February 1, 2022**

Planning & Zoning Commission Consideration: **Tuesday, February 15, 2022 (subject to change)**

City Council Consideration: **Wednesday, February 23, 2022 (subject to change)**

## INSTRUCTIONS, TERMS AND CONDITIONS

GENERAL INSTRUCTIONS: Consultants 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.

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ADDENDA & QUESTIONS: All questions regarding this response and any regarding the meaning or intent of the RFQ are to be directed to the following contact(s). Interpretations or clarification considered necessary by the CITY in response to such questions will be issued by Addenda and posted either online or otherwise delivered to all parties recorded by the CITY as having received the RFQ. **Questions received after the deadline for submitting questions will not be answered.** Only questions answered by a formal written Addenda will be binding. No oral and other interpretations or clarification will be considered official or binding. All addenda shall be acknowledged on the *Certification* form attached herein.

City of Liberty Hill  
Contact: Lacie Hale, City Administrator  
926 Loop 332  
Liberty Hill, TX 78642  
Phone: 512-778-5449  
Email: lhale@libertyhilltx.gov

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.

CERTIFICATION: Responses must be completed and submitted as required in this document. A *Certification* form, attached herein, must be fully completed. **Submittals that do not include a signed *Certification* form (electronic signatures accepted) will be considered non-responsive and will not be evaluated.**

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.

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

CONTRACT AWARD: If a contract is awarded, the consultant 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:** All delivery and freight charges are to be included in the response price.

**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. Consultants 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.

**DISCLOSURE:** There will be no disclosure of contents to competing firms and all responses will be kept confidential during the selection process to the degree permitted by law. The CITY is subject to the Texas Public Information Act, Texas Government Code, Chapter 552. Government Code 552.110 excepts from required public disclosure a trade secret or commercial or financial information that may be privileged or confidential by statute or judicial decision. However, the CITY considers all information, documentation, and other materials requested to be submitted in response to this RFQ to be nonconfidential and/or non-proprietary and therefore subject to public disclosure after the contract are executed.

**DOCUMENTATION:** The Consultant shall provide with this response all documentation required by this RFQ. Failure to provide this information may result in rejection of response. Vendor is encouraged to submit concise and clear responses to the RFQ. Responses of excessive length or complexity are discouraged. The CITY reserves the right to include the selected response or any part or parts of the selected response in the final contract.

**ETHICS:** The Consultant shall not offer gifts or anything of value or enter into any business arrangement with any employee, official or agent of the CITY or City of Liberty Hill. More than one response on anyone contract from a firm or individual under different names shall be grounds for rejection of all responses in which the firm or individual has an interest. One or all responses will be rejected if there is any reason to believe that collusion exists between respondents.

Consultants must comply with Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with CITY, including affiliations and business and financial relationships such persons may have with CITY officers.

By doing business or seeking to do business with the CITY, including submitting a response to this RFQ, the Consultant acknowledges that he/she has been notified of the requirements of Chapter 176 of the Texas Local Government Code and is representing that said Consultant is in compliance with those requirements.

*Conflict of Interest Questionnaire* contained herein must be filled out and turned in with each response.

**INDEMNIFICATION:** The successful Consultant shall indemnify, defend, and hold the CITY, its officers, agents, and employees, harmless from any claim, loss, damage, suit, and liability of every kind, including

all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of contractor, its officers, employees, agents, or subcontractors, in performing its obligations under this contract.

INVOICES submitted for payment shall be addressed to CITY. Periodic payments will be made within thirty (30) days of invoice date provided that all other requirements are detailed in the contract have been fulfilled.

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.

LOBBYING PROHIBITED: Consultants are prohibited from directly or indirectly communicating with CITY members, elected officials or anyone affiliated with the Economic Development Corporation Board regarding the Consultant's qualifications or any other matter related to the eventual award of a contract for the services requested under this RFQ. Consultants are prohibited from contacting CITY and City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff or committee member. Any violation will result in immediate disqualification of the Consultant from the selection process.

MANAGEMENT: Should there be a change in ownership or management of the successful respondent, any and all contracts that result from this RFQ shall be canceled unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions, requirements, terms, conditions, schedule, and fees. This contract is nontransferable by either party.

PRICING: Prices for all goods and/or services shall be firm for the duration of this contract. **Prices shall be all inclusive.** Additional charges not shown in the response will not be honored.

RESPONSES MUST COMPLY with all federal, state, county and local laws concerning this type of goods or service.

REIMBURSEMENT: There is no express or implied obligation for the CITY to reimburse responding Consultants 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.

RESERVATIONS: The CITY reserves the right to accept or reject any or all responses as a result of this request, to negotiate with all qualified sources, or to cancel, add or subtract, in part or in its entirety, this RFQ if found in the best interest of the CITY. All responses become the property of the CITY. RESPONSIBLE FIRMS: The CITY shall only consider responsible consultants 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. Consultants with an owner or principal convicted within the past 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.**

**SITE VISITS:** If a site visit is necessary, it will be coordinated by the CITY through a Pre-Submission Conference. No individual appointments will be accepted for site visits.

**STANDARD CONTRACT(S):** This RFQ includes the CITY's *Standard Contract/ Professional Services Agreement*; a statement of willingness to utilize such agreement must be provided. The Consultant should review the attached *Standard Contract/ Professional Services Agreement* thoroughly, and by submitting a response, the Consultant is agreeing to sign the CITY's *Standard Contract/ Professional Services Agreement* without modification.

**WITHDRAWAL OF RESPONSES:** Any response may be withdrawn prior to the scheduling time for opening. Notice to withdraw the response must be in writing and submitted to the CITY prior to the scheduled time for opening responses. Any response withdrawal notice, which is received after the deadline for receiving responses, shall not be considered.

**INSURANCE:** The successful Consultant shall provide and maintain the minimum insurance coverage set forth in the *Professional Services Agreement* attached herein.

**ATTACHMENT A: CERTIFICATION**

The undersigned affirms that they are duly authorized and qualified to submit this response. The undersigned affirms that the firm is willing to sign the enclosed Standard Contract without modification.

**Respondent must initial next to each addendum received in order to verify receipt:**

Addendum #1 \_\_\_\_\_ Addendum #2 \_\_\_\_\_ Addendum #3 \_\_\_\_\_

**Respondent Must Fill in and Sign:**

NAME OF CONSULTANT/FIRM: \_\_\_\_\_

AGENTS NAME: \_\_\_\_\_

AGENTS TITLE: \_\_\_\_\_

MAILING ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

PHONE & FAX NUMBERS: \_\_\_\_\_

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

AUTHORIZED SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

# ATTACHMENT B: CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor or other person doing business with local governmental entity		<b>FORM CIQ</b>
<p>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).</p> <p>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.</p> <p>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.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of person who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(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.)</p>		
<p><b>3</b> Name of local government officer with whom filer has employment or business relationship.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C &amp; 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.</p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of person doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>		

Adopted 06/29/2007

This **PROFESSIONAL SERVICES AGREEMENT** (“**Agreement**”) is dated \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ (**Consultant Name**), a \_\_\_\_\_ (**Type of business**) (“**Consultant**”), with offices at \_\_\_\_\_ (consultant address) and the City of \_\_\_\_\_, Texas (“**City**”), with a mailing office at \_\_\_\_\_ (“**City mailing address**”).

**NOW, THEREFORE** in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Consultant and Client agree that Consultant will perform services as requested by Client and outlined in the attached Exhibit A.
2. **Independent Contractor:** Consultant is an independent contractor and is not an employee of Client. Nothing in this Agreement is intended to, or should be construed to, create a partnership, joint venture or employer-employee relationship between Client and Consultant. Consultant shall be solely responsible for filing all tax returns and submitting all payments as required by federal, state or local authority arising from the payment of fees to Consultant by Client under this Agreement. Services performed by Consultant under this Agreement are solely for the benefit of Client. Nothing contained in this Agreement creates any duties on the part of Consultant toward any person not a party to this Agreement.
3. **Standard of Care:** Consultant will perform Services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or consultants performing the same or similar Services. Except as otherwise provided, Consultant shall have exclusive control over the manner and means of performing the Services, including the choice of place and time and will use its expertise and analytical skills in performing the Services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
4. **Fee for Services and Payment:** The fee to Consultant for Services performed in accordance with Exhibit A will be based on the actual hours of Services furnished multiplied by Consultant’s billing rates as of the date of its monthly invoice plus all expenses incurred by Consultant and related to the Services furnished under Exhibit A. **Total compensation for services furnished shall not exceed \$\_\_\_\_\_.** Client shall pay Consultant in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. If Client disputes any portion of the invoice, the undisputed portion will be paid and Consultant will be notified in writing, within ten (10) days of receipt of the invoice of the amounts in dispute. Consultant and Client will attempt to resolve the payment dispute within sixty (60) days or the matter may be submitted to mediation as provided below. If Client fails to pay undisputed invoiced amounts within sixty (60) days after delivery of invoice, Consultant, at its sole discretion, may suspend Services hereunder or may initiate mediation, or both, without incurring any liability or waiving any right established hereunder or by law.

# PROFESSIONAL SERVICES AGREEMENT

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5. **Changes/Amendments:** This Agreement (together with any exhibits attached hereto) constitute the entire agreement between the parties and together with its exhibits supersede any prior written or oral agreements. This Agreement may not be changed except by written amendment signed by both parties. The estimate of the level of effort, schedule and payment required to complete the Services, as Consultant understands it, is reflected herein. Services not expressly set forth in this Agreement or its exhibits are excluded. Consultant shall promptly notify Client if changes to the Services affect the schedule, level of effort or payment to Consultant and the schedule and payment shall be equitably adjusted. If Consultant is delayed in performing its Services due to an event beyond its reasonable control, including but not limited to, fire, flood, earthquake, explosion, strike, transportation or equipment delays, act of war, or act of God, then the schedule for the performance of the Services and payment of fees under the Agreement shall be equitably adjusted, if necessary, to compensate Consultant for any additional costs due to the delay.
6. **Indemnity:** Consultant agrees to indemnify, defend and hold harmless Client and its directors, officers, shareholders and employees from and against any liability (including without limitation, reasonable costs and attorneys' fees) incurred by Client to the extent caused by Consultant's negligent acts, errors or omissions, including judgments in favor of any third party.
7. **Reperformance of Services:** If Client believes any of the Services provided under this Agreement do not comply with the terms of this Agreement, Client shall promptly notify Consultant to permit Consultant an opportunity to investigate the allegation of noncompliance. If the Services do not meet the applicable standard of care, Consultant will promptly re-perform the Services at no additional cost to Client, including assisting Client in selecting remedial actions. If Client fails to provide Consultant with prompt notice of non-compliance and an opportunity to investigate and re-perform its Services, Consultant's total obligation to Client will be limited to the costs Consultant would have incurred to re-perform the Services.
8. **Insurance:** Consultant shall maintain insurance with the following required coverages and minimum limits and upon request, will provide insurance certificates to Client evidencing the same. Client shall name the City as an additional insured on its insurance and provide Client with a Certificate of Insurance providing coverage to Client as an additional insured.
- |                                  |   |
|----------------------------------|---|
| Worker's Compensation            | Statutory   |
| Employer's Liability             | U.S. \$1,000,000  |
| Commercial General Liability     | U.S. \$1,000,000 per occurrence<br>U.S. \$1,000,000 aggregate |
| Comprehensive General Automobile | U.S. \$1,000,000 combined single limit                        |
| Professional Liability           | U.S. \$1,000,000 per claim and in the aggregate               |
9. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Consultant under this Agreement ("**Work Product**"); provided, however, that Client shall not rely on or use the Work Product for any purpose other than the purposes under this Agreement and the Work Product shall not be changed without the

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prior written approval of Consultant. If Client releases the Work Product to a third party without Consultant's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion and, (b) Consultant shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Product

10. **No Consequential Damages:** Consultant shall not be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion or otherwise or for any other economic, consequential, indirect or special damages.
11. **Information Provided by Others:** Client shall provide to Consultant in a timely manner any information Consultant indicates is needed to perform the Services hereunder. Consultant may rely on the accuracy of information provided by Client and its representatives.
12. **Opinions of Cost:** Consultant does not control the cost of labor, materials, equipment or Services furnished by others, nor does it control pricing factors used by others to accommodate inflation, competitive bidding or market conditions. Estimates provided by Consultant for operation expenses or construction costs represent its best judgment as an experienced and qualified professional, but Client acknowledges and agrees that such estimates are not a guarantee of cost. This section does not apply to the cost of Consultant performing the Services.
13. **Safety and Security:** Consultant has established and maintains programs and procedures for the safety of its employees. Unless specifically included as a service to be provided under this Agreement, Consultant specifically disclaims any authority or responsibility for job site safety and safety of persons other than Consultant's employees. Consultant shall not provide any such Services and disclaims any responsibility under this Agreement related to site security or the assessment, evaluation, review, testing, maintenance, operation or safety practices or procedures related to security.
18. **Termination:** Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party. Client shall pay Consultant for all Services rendered through the date of termination plus reasonable expenses for winding down the Services. If either party defaults in its obligations hereunder, the non-defaulting party, after giving seven (7) days' written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not commenced and diligently continued during such seven-day period, terminate this Agreement or suspend performance under this Agreement.
19. **Dispute Resolution:** Consultant and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner and agree that if resolution cannot be made to attempt to mediate the conflict by a professional mediator.
20. **Miscellaneous:**

# PROFESSIONAL SERVICES AGREEMENT

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- a. This Agreement is binding upon and will inure to the benefit of Client and Consultant and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
- b. Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

Client: City of Liberty Hill, Texas  
Attention: Lacie Hale, City Administrator  
Address: P.O. Box 1920  
Liberty Hill, Texas 78642

Consultant:  
Attention:  
Address:

- c. If any provision of this Agreement is invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect and the provision declared invalid or unenforceable shall continue as to other circumstances.
- d. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Texas and venue for any action shall be in Williamson County, Texas.
- e. In any action to enforce or interpret this Agreement, each party shall be responsible for its reasonable attorneys' fees and costs.
- f. Notwithstanding any statute to the contrary, the Parties agree that any action to enforce or interpret this Agreement shall be initiated within two (2) years from the time the party knew or should have known of the fact giving rise to its action, and shall not in any case be initiated later than six (6) years after Consultant completes the Services under this Agreement.
- g. No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to the parties hereto, their past or present officers, employees, or agents or employees, nor to create any legal rights or claim on behalf of any third party. Neither party waives, modifies, or alters to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- h. Boycotts and Foreign Business Engagements.
  1. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and, to the extent this Agreement is a contract for goods or services, will not boycott Israel during the term of this Agreement. The foregoing verification is made solely to comply with Section 2271.002, Texas Government Code, and to the extent such Section does not contravene

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applicable State or federal law. As used in the foregoing verification, 'boycott Israel' means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. The Consultant understands 'affiliate' to mean an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 and exists to make a profit.

2. The Consultant represents that neither it nor any of its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, and posted on any of the following pages of such officer's internet website: <https://comptroller.texas.gov/purchasing/docs/sudan-list.pdf>, <https://comptroller.texas.gov/purchasing/docs/iran-list.pdf>, or <https://comptroller.texas.gov/purchasing/docs/fto-list.pdf>. The foregoing representation is made solely to comply with Section 2252.152, Texas Government Code, and to the extent such Section does not contravene applicable Federal law and excludes the Consultant and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization. The Consultant understands "affiliate" to mean any entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405 and exists to make a profit.
3. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates do not boycott energy companies and, to the extent this Agreement is a contract for goods or services, will not boycott energy companies during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002 (as added by Senate Bill 13 in the 87<sup>th</sup> Legislature, Regular Session), Texas Government Code and to the extent such Section does not contravene applicable Federal or Texas law. As used in the foregoing verification, "boycott energy companies," a term defined in Section 2274.001(1), Texas Government Code (as enacted by such Senate Bill) by reference to Section 809.001, Texas Government Code (also as enacted by such Senate Bill), shall mean, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (A) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; or (B) does business with a company described by

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(A) above. The Consultant understands ‘affiliate’ to mean an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit.

4. The Consultant hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. The foregoing verification is made solely to comply with Section 2274.002 (as added by Senate bill 19 in the 87<sup>th</sup> Texas Legislature, Regular Session), Texas Government Code and to the extent such Section does not contravene applicable Federal or Texas law.
5. As used in the foregoing verification and the following definitions,
  - a. ‘discriminate against a firearm entity or firearm trade association,’ a term defined in Section 2274.001(3), Texas Government Code (as enacted by such Senate Bill), (A) means, with respect to the firearm entity or firearm trade association, to (i) refuse to engage in the trade of any goods or services with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, (ii) refrain from continuing an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association, or (iii) terminate an existing business relationship with the firearm entity or firearm trade association based solely on its status as a firearm entity or firearm trade association and (B) does not include (i) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories and (ii) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship (aa) to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency or (bb) for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association,
  - b. ‘firearm entity,’ a term defined in Section 2274.001(6), Texas Government Code (as enacted by such Senate Bill), means a manufacturer, distributor, wholesaler, supplier, or retailer of firearms (defined in Section 2274.001(4), Texas Government Code, as enacted by such Senate Bill, as weapons that expel projectiles by the action of explosive or expanding gases), firearm accessories (defined in Section 2274.001(5), Texas Government Code, as enacted by such Senate Bill, as devices specifically designed or adapted to enable an individual to wear, carry, store, or mount a firearm on the individual or on a conveyance and items

# PROFESSIONAL SERVICES AGREEMENT

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used in conjunction with or mounted on a firearm that are not essential to the basic function of the firearm, including detachable firearm magazines), or ammunition (defined in Section 2274.001(1), Texas Government Code, as enacted by such Senate Bill, as a loaded cartridge case, primer, bullet, or propellant powder with or without a projectile) or a sport shooting range (defined in Section 250.001, Texas Local Government Code, as a business establishment, private club, or association that operates an area for the discharge or other use of firearms for silhouette, skeet, trap, black powder, target, self-defense, or similar recreational shooting),

- c. 'firearm trade association,' a term defined in Section 2274.001(7), Texas Government Code (as enacted by such Senate Bill), means any person, corporation, unincorporated association, federation, business league, or business organization that (i) is not organized or operated for profit (and none of the net earnings of which inures to the benefit of any private shareholder or individual), (ii) has two or more firearm entities as members, and (iii) is exempt from federal income taxation under Section 501(a), Internal Revenue Code of 1986, as an organization described by Section 501(c) of that code, and
- d. 'affiliate' means an entity that controls, is controlled by, or is under common control with the Consultant within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit."

- i. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

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IN WITNESS WHEREOF, the parties have signed this Agreement the date first written above.

## CLIENT

Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

## CONSULTANT:

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Signature _____
Name _____
Title _____
Date _____