



CITY OF KYLE



REQUEST FOR PROPOSALS

FOR

BUILDING INSPECTIONS AND PLAN REVIEW SERVICES

Proposal Due Date & Time: January 16, 2024, 2:00 p.m.

REQUEST FOR PROPOSAL

Sealed Proposals, one (1) original, two (2) copies, and one (1) electronic copy (in PDF format) on flash drive shall be delivered to the City of Kyle, Building Official Attn. Madeleine Hudson, or Susan Hajek, 100 W. Center St, Kyle TX 78640, at or before: 2:00PM on January 16, 2024, at which time bids will be publicly opened and read. Bids received after the opening date and time will not be considered.

The City of Kyle, Texas, hereafter called the City, is requesting sealed written Proposals for furnishing all labor, equipment, supervision, and incidentals for performing all Work required for the City of Kyle **Building Department**.

All Proposals must be clearly marked in the Subject line with the following: **“Building Inspection and Plan Review Services.”**

Questions regarding the Request for Proposal (RFP) shall be directed to:

Kelly Stilwell
Building Official
City of Kyle
Email: kstilwell@cityofkyle.com

Questions regarding this Proposal must NOT be directed to other City of Kyle council, commission, committee, or staff members. Clarification requests will not be accepted by telephone. All responses to clarification requests will be provided in writing by email and publication on the City’s website. Questions pertaining to this RFP must be received no later than seven (7) calendar days prior to the closing date.

Schedule of Events:

The following Schedule of Events represents the estimate of the timetable that will be followed in connection with this solicitation:

EVENTS	DATE AND/OR TIME
Release Request for Proposals	November 17th, 2024
Last Day for Applicants to Submit Written Questions	January 8th, 2024
Answers provided	January 10th, 2024
Proposal Due Date	January 16th, 2024, 2:00 P.M.

The City reserves the right, at its sole discretion, to adjust this Schedule of Events as it deems necessary. If necessary, the City will communicate adjustments to any event in the Schedule of Events in the form of an amendment. Amendments (answers/addenda) to this solicitation will be sent by email to interested parties who have contacted the Building Official and requested a copy of this RFP at kstilwell@cityofkyle.com.

REQUIREMENTS

1. Purpose:

The City of Kyle is soliciting a Request for Proposal (RFP) for qualified Contractor(s) to provide third party building inspection and plan review services for commercial and residential construction projects in Kyle, Texas. Depending on a Proposers' qualifications, the City may award one or more contracts for residential or commercial plan review and/or inspections services.

2. Submission of Proposal:

- a. To be considered, one (1) original, two (2) copies, and a signed electronic version must be received by January 16th, 2024, 2:00 P.M., at the location described below:

City of Kyle
Attn: Madeleine Hudson
100 W Center St.
Kyle, TX 78640

- b. Complete sets of Proposal Documents must be used in preparing Proposals; the City does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Proposal Documents. Incomplete submittals may result in removal from consideration.
- c. Proposals received after the deadline will not be considered.
- d. The City will not acknowledge or consider Proposals that are delivered by telephone, facsimile (fax), or email.

3. Pre-Proposal Meeting:

- a. A mandatory pre-proposal meeting is scheduled for all prospective Proposers as follows:

DATE: January 5, 2024

TIME: 1:00 PM

LOCATION: (to be provided via email)

To RSVP for the meeting please email

kstilwell@cityofkyle.com no later January 2, 2024

- b. The purpose of the pre-proposal meeting is to ensure:
 - i. Proposers have a clear understanding of the City needs and have an opportunity to identify any problems that might hinder or prevent the City from obtaining the proper services at a fair and reasonable price;
 - ii. The accuracy of specifications, descriptions, solicitation terms and conditions, and documents.
 - iii. Questions may be emailed to the Building Official, kstilwell@cityofkyle.com no later than seven (7) calendar days prior to the due date for the Proposal. Oral

interpretation, instructions, or information concerning the specifications shall not be binding on the City. Answers to all questions will be emailed directly to all attendees of the pre-proposal meeting and will be made available through the City's website.

- iv. Any changes resulting from the pre-proposal meeting and questions that affect specifications or the scope of work, or that may require an extension to the Proposal opening date will be an amendment to the Request for Proposal. Such amendment will be emailed directly to all attendees of the pre-proposal meeting and will be made available through the City's website.

4. No Reimbursement for Cost:

Respondent acknowledges and accepts that any costs incurred from the respondent's participation in this RFP shall be at the sole risk and responsibility of the proposer.

5. Term of Contract:

The term of contract(s) resulting from this RFP will not be determined until a contractor is selected.

I. SCOPE OF WORK AND QUALIFICATIONS

1. Scope of work:

The awarded Contractor will conduct building inspections and plan review functions for the Building Department of the City of Kyle, Texas, of projects in the corporate city limits and Extra Territorial Jurisdiction. The awarded Contractor will also provide the administrative support required by its inspectors and reviewers. As of October 26th, the City of Kyle has issued 3454 Residential Permits and 451 Commercial Permits for the calendar year 2023.

- a.** The awarded contractor shall conduct themselves as an agent of the City in good faith and abide by the standards of conduct and core values established by the City.
- b.** The awarded Contractor shall provide building inspection personnel certified as follows:
 - Residential Inspectors:
 - International Code Council (ICC) B1 Residential Inspector Certification
 - Texas State Board of Plumbing Examiners Inspector License.
 - Commercial inspectors:
 - International Code Council (ICC) B2 Building Inspector Certification
 - Texas State Board of Plumbing Examiners Inspectors License.
- c.** Within one year of proposal acceptance the awarded contractor shall also ensure that building inspection personnel obtain these additional certifications.
 - Residential Inspectors:
 - P1 Residential Plumbing Inspector Certification
 - M1 Residential Mechanical Inspector Certification
 - E1 Residential Electrical Inspector Certification
 - Commercial Inspectors:
 - P2 Commercial Plumbing Inspector Certification
 - M2 Commercial Mechanical Inspector Certification
 - E2 Commercial Electrical Inspector Certification
- d.** The awarded Contractor shall provide plan review personnel certified as follows:
 - State of Texas Registered Professional Engineers and Architects are approved for all plan reviews in the areas of their competence.
 - Residential Plans Examiners - ICC R3 Residential Plans Examiner Certification within 6 months of proposal acceptance.
 - Commercial Building Plans Examiners - ICC B3 Building Plans Examiner within 6 months of proposal acceptance.
 - Commercial Plumbing Plans Examiners - ICC P3 Plumbing Plans Examiner within 6 months of proposal acceptance.

- Commercial Electrical Plans Examiners - ICC E3 Electrical Plans Examiner within 6 months of proposal acceptance.
 - Commercial Mechanical Plans Examiners - ICC M3 Mechanical Plans Examiner within 6 months of proposal acceptance.
- e. If there are practical difficulties in obtaining these certifications the building official may consider extending the time frames for inspection or review staff.
 - f. The awarded Contractor shall use City provided inspection and permitting software to conduct building inspections and plan review or as requested by the building official.
 - g. The awarded Contractor shall assist with training City of Kyle inspection staff by providing, but not be limited to 200 hours of documented and verified on-the-job training in the enforcement of plumbing codes under the direct supervision of a Texas State Board of Plumbing Examiners Licensed Inspector.
 - h. The awarded Contractor shall perform inspections within one business day and no later than two business days after receiving an inspection request.
 - In the event any inspections cannot be conducted within two business days the Building Official, or the appointed designee must be notified immediately.
 - i. The awarded Contractor shall conduct all necessary inspections on permitted construction activities such as, but not limited to, decks, swimming pools, accessory buildings, new residential, new commercial, and residential and commercial alterations, and additions.
 - j. The awarded Contractor shall provide company branded Pass/Fail tags for inspections.
 - k. The awarded Contractor shall provide the Building Official, or his designee, a daily inspection schedule (by inspector) before 9:00 a.m., or as requested by the Building Official.
 - l. The awarded contractor will be responsible for uploading all Texas Commission on Environmental Quality backflow reports to approved web sites and will assume any costs related to the upload.
 - m. The awarded Contractor shall provide its standard operating procedures and company policies that are directly related to services provided to the City.
 - n. The awarded contractor must demonstrate a high level of availability to the Building Official or appointed designee. Demonstration of availability includes, but is not limited to, timely responses to texts, emails, and phone calls.
 - o. The awarded Contractor shall attend meetings as requested by the Building Official or the official' designee.
2. All interested Contractors shall submit resumes, background verifications, and certification of all personnel that will be performing services under a contract resulting from this RFP. As new personnel are assigned to provide the services in this RFP, the Contractor shall update resumes, background verifications, and certifications as part of contract compliance.

3. All data, maps, photographs, and other material prepared and collected, and all documents of any type developed or obtained by the Contractor in the performance of inspection or plan review services shall become the property of the City of Kyle.

II. EVALUATION FACTORS AND AWARD

1. An evaluation committee will review each response for solicitation compliance and technical scoring in each category using the following weighted criteria.
2. The City will select the most highly qualified proposer(s) of the requested services based on the criteria below and then attempt to negotiate with the proposer(s) a contract at a fair and reasonable price. Evaluation factors and associated point values are listed below:

Item	Evaluation Factor	Points
1.	Demonstrated Capability to meet all facets of the Scope of Work	40
2.	Professional Qualifications, ICC Certifications, TSBPE Licenses, Experience, and References for each inspector and plan reviewer	25
3.	Cost of Services Provided	25
4.	Policies and Procedures related to customer service and quality control and	10
	Total Points	100

3. Best Value Evaluation and Criteria:

- a. At Proposers own expense, Proposers may be selected to attend an interview with the evaluation committee to further present their qualifications. These presentations will provide the Proposer with the opportunity to clarify their Proposal and ensure a mutual understanding of the services to be provided and the approach to be used.
- b. By submitting a Proposal in response to this solicitation, a Proposers accepts the evaluation process and acknowledges that in addition to the criterial above, the City may evaluate based on the best value for the City, the following considerations:
 - i. Reputation of Proposer and of Proposer’s services.
 - ii. Proposer’s past relationship with the City of Kyle, if any; and
 - iii. Any relevant criteria are specifically listed in the solicitation.
- c. The City reserves the right to reject any or all responses, delete any portion of the response, to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest of the City.

4. Acceptance of Evaluation Methodology:

- a. An evaluation committee will screen Proposals to ensure responsiveness to the RFP, and review and score all Proposals in accordance with the points criterion. While price is one basic factor, it is not the sole consideration for an award.
- b. After the interview process, the Evaluation Committee will again rank all Proposers according to the evaluation criteria. The Proposers will then be invited to submit a Best and Final Offer to the City. However, Proposers should provide their best Proposal with the initial submission, should the interview process not be performed.
- c. In addition to the evaluation process above, the City may contact the Proposer's references at any time during evaluation.
- d. Recommendation for the award is contingent upon the successful negotiation of final contract terms. If a contract negotiation cannot be concluded successfully within a time period acceptable to the City, the City may terminate negotiations and commence negotiations with the next highest scored Proposer(s) or withdraw the RFP.

5. Award:

- a. The Contract award, if issued, shall be made to the Proposer whose Proposal, in the City's sole discretion, furthers the City's best interests. The contract may be awarded to one (1) Proposer for all work, or to several Proposers for separate identifiable parts, based upon the Proposals received. No award shall be made until all necessary investigations have been made to determine the eligibility and responsibility of the Proposer(s) under consideration and the Proposal's validity. The contract award is subject to the approval of and made by the City Council.
- b. After City Council awards the contract, the City will provide the Proposer with all contract documents. After proper contract execution, the Proposer shall return the signed Contract and all required documents to the City within ten (10) calendar days. If the Proposer fails to return a signed Contract, the City has the right to cancel the award and Contract.
- c. The City and Contractor shall have a post-award meeting to discuss and identify specific milestones, goals, and strategies to meet objectives of the Contract.

III. PROPOSAL FORMAT

1. Proposal Page Limits:

To achieve a uniform review process and to obtain a maximum degree of comparability, Proposals shall not exceed thirty (30) pages in length (excluding title page, index/table of contents, work sample attachments, and dividers. Information in excess of the pages allowed will not be evaluated.:

2. Letter of Transmittal:

- a. Provide the legal name of the company as registered with the Texas Secretary of State of Texas.
- b. State the address of the Proposer's office that will be providing services.

- c. Indicate the date of the Proposal.
 - d. Provide the name(s) of the person(s) authorized to make representations for the firm or company, the person's title(s), business address, telephone number, and e-mail address.
 - e. The letter of transmittal shall be signed in permanent ink by a corporate officer or other individuals authorized to bind the firm. The name and title of the individuals(s) signing the letter shall be clearly shown immediately below the signature.
- 3. Table of Contents:
 - a. Both physical and electronic versions should include a Table of Contents.
 - b. Physical form must have tabs dividing the sections.
 - c. Number all pages of the submittal sequentially using Arabic numerals (1, 2, 3, etc.).
- 4. Contractor's professional qualifications, certifications, experience, and references:
 - a. Proposers shall submit the Company's or firm's resume and provide individual resumes, background verifications, and certification documentation of all personnel that will be performing services under a contract resulting from this RFP.
 - b. List the assigned inspector(s)/reviewer(s) professional qualifications to demonstrate necessary skills, abilities, knowledge, and experience that may differentiate your company from others.
 - c. Provide a list of verifiable experience under contracts for the most recent five (5) years that are pertinent to the proposed services.
 - d. Provide all certifications of the assigned inspector(s)/reviewer(s); and
 - e. Provide at least three (3) client references. City of Kyle reserves the right to contact listed clients at any time during the Request for Proposal process.
 - f. Provide the following information for each contract identified in this item 4:
 - i. Company's name and address;
 - ii. Contact person name, phone number, and email address;
 - iii. A brief overview of the work and a short description of the services delivered;
 - iv. The service dates performed under contract.
- 5. Proposer demonstrated capability to meet all facets of the Scope of Work:
 - a. Provide any clients your company currently is providing similar services.
 - b. Provide a description of inspector availability and methods of contact to be used.
 - c. Provide project approach to provide this service.
 - d. Provide copies of previous Inspection Summary Report(s) prepared by your personnel;

- e. Provide copies of the company or firm’s policies and procedures related to Customer Service and to Quality Assurance and Control applicable to your personnel; and
 - f. Outline your proposed staffing levels and activities or actions you will take to provide the requested services.
6. Proposers’ fees for needed services below:
- a. Residential Combination Inspections
 - b. Commercial Combination Inspections
 - c. Residential Building Plan Review
 - d. Commercial Building, Electric, Mechanical and Plumbing Plan Review
7. Proposers’ insurances:
- a. Provide a description of liability insurance coverages currently held by the company or firm. The awarded Proposer, at their sole cost and expense will be required to provide insurance certificates required similar to the coverages noted in the Sample Agreement, Appendix A, to this RFP. However, additional insurance coverage, e.g., Professional Liability, Errors, and Omissions Insurance coverage, or any other insurance coverage held by the inspector(s), may receive additional points.
 - b. Incomplete submissions may result in removal of a Proposal from consideration.

IV. ADDITIONAL INFORMATION

1. Type of Contract:

Any contract resulting from this solicitation will be similar to the form of the City’s Standard Agreement. A sample agreement is provided as Attachment “A”.

2. Termination for Convenience:

The City reserves the right to terminate this Contract upon thirty (30) calendar days’ written notice for any reason deemed by the Council or City staff to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order.

3. Non-Funding Clause:

If during the budget planning and adoption, the City Council fails to provide funding for this Contract for the following fiscal year of the City, the City may terminate this Contract after giving the Contractor thirty (30) calendar days’ written notice that this Contract is terminated due to the lack of funding.

4. Limitation of Liability:

The City shall not be liable for any expenses Proposers incur in connection with providing a response to this solicitation or for any costs, fees, or lost or foregone profits of unsuccessful offers.

5. Financial Qualifications of Proposer:

If requested by the City, a Proposer shall be prepared to submit, within five (5) calendar days of

the request, a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of their current financial condition.

6. Examination of Solicitation Documents:

It is the responsibility of each Proposer, before submitting a Proposal, to:

- a. Study and carefully examine the scope of work, technical specifications, any special provisions, and contract forms before submitting a Proposal; and
- b. Promptly notify the City of all conflicts, errors, ambiguities, or discrepancies which Proposer has discovered in the solicitation.

By submitting a Proposal, a Proposer is deemed to have made the examination in (a) and is satisfied as to the conditions to be encountered in performing the work and as to the requirements of a Contract resulting from this RFP.

7. Interpretations and Addenda:

- a. All questions about the meaning or intent of the Proposal documents are to be directed to Kelly Stilwell at kstilwell@cityofkyle.com. Interpretations or clarifications considered necessary by the Building Official, in response to such questions, will be issued by Addenda and will be emailed directly to all attendees of the pre-proposal meeting and posted on the City's website.
- b. Questions received less than seven (7) calendar days prior to the due date will not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- c. Addendum will be posted on the City's Purchasing website. It is the responsibility of the Proposer to check if the RFP has any addendums that have been issued for the solicitation prior to submitting a Proposal.

8. Insurance

The Contractor shall provide proof of liability insurance within five (5) working days of the notice of award. The Contractor will assume the obligation and expense of obtaining necessary insurances. The Contractor shall be responsible for any damages or loss to the City occasioned by negligence or intentional acts or omissions of the Proposer (or his agents) or any person utilizes in the completion of the contract. Required insurances are stated in the sample agreement. The insurance certificate shall have the City of Kyle listed as Additional Insured.

9. Familiarity with Laws:

The Proposers are assumed to have made themselves familiar with all federal and state laws and all local by-laws, ordinances and regulations which, in any manner, affect those engaged or employed on the Work or affect the materials or equipment used in the Work or affect the conduct of the Work, and the Proposer, if awarded the Contract, shall be obligated to perform the Work in conformity with said laws, by-laws, ordinances and regulations notwithstanding its ignorance thereof. If the Proposer shall discover any provision in the specifications, which is in conflict with any such law, by-law, ordinance, or regulation, the vendor shall forthwith report it to the City in writing.

10. Modification and Withdrawal of Proposals:

Proposals may be modified or withdrawn by an appropriate document, duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the due date of the RFP.

11. Confidentiality:

The City will use all reasonable efforts to protect any proprietary and confidential information contained in your Proposal. Under no circumstance will the City or its members be liable for any damages resulting from any disclosure. For the City to protect proprietary or confidential information, upon submission the Proposer will need to notify the City of all proprietary and confidential information contained within the Proposal.

12. Public Information:

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act (*Texas Government Code*, Chapter 552.001, *et seq.*) after award. The City will use all reasonable efforts to protect any proprietary and confidential information contained in your Proposal. Under no circumstances will the City or its members be liable for any damages resulting from any disclosure. The City strictly complies with all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of any information.

13. Reservation of Rights:

- a. City reserves the right, without qualification and at its sole discretion, to accept or reject any proposals either in entirety or any portion thereof for failure to meet any criteria set forth in this solicitation or to make the award to that Proposer, who, in the opinion of the City, will provide the best value to the City.
- b. The City will consider both price and non-price attributes in the evaluation of proposals. The City reserves the right to make an award to other than the lowest price offered or to the offer representing the best combination of price and non-price attributes, in the City's sole judgment, if the City determines that such an award results in the best value to the City and its members.
- c. The City makes no guarantee that a contract award will result from this solicitation. The City reserves the right to revise or terminate this solicitation process at any time. The City may decline to enter into an arrangement with any or all Proposers.
- d. During all stages of this solicitation process, the City reserves the right to request additional information from individual Proposers or to request all Proposers to submit supplemental materials in the fulfillment of the content requirements of this solicitation or to meet additional information needs. The City will review and may utilize any or all information submitted by a Proposer even if the submitted information has not been specifically requested as part of this solicitation.
- e. Those who submit a Proposal do so without recourse against the City or its members for either rejection of their Proposal or for failure to execute an agreement for any reason. All offers shall be valid and binding upon the Proposer through contract negotiations and contract execution.

14. Excusable Failure or Delay:

Neither a Contractor selected under this RFP or the City shall be held responsible for the failure or delay in delivery or acceptance of products where such failure or delay is attributable to any act of God or of the public enemy, war, compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of this agreement, fire, flood, drought, quarantine, embargo, epidemic, unusually severe weather or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay or acceptance and shall exert its best efforts to avoid further delay.

15. Sales and Use Taxes:

The City is exempt from all Texas State Sales and Use Taxes on materials and equipment to be incorporated in the Work. Taxes shall not be included in the Contract Price.

16. Bribery Clause:

Proposer certifies that no company or firm employees, or employees of any affiliate, or of any Subcontractor has bribed or attempted to bribe an officer or employee of the City.

17. Signing of Agreement:

When the City gives notice of award to the successful Proposer, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) calendar days thereafter, Contractor shall sign and deliver the required number of copies of the agreement and attached documents to the City with the required certificate of insurance. If the Contractor fails to return a signed Contract to the City within ten (10) calendar days, the City has right to cancel the award and Contract.

I. REQUIRED DOCUMENTATION

1. Conflict Of Interest Questionnaire:

If required under Chapter 176 Texas Local Government Code, the Consultant shall complete the Conflict-of-Interest Questionnaire in accordance with the requirements of that Chapter. The Consultant shall be solely responsible for the preparation of its Conflict-of-Interest Questionnaire, the accuracy, and completeness of the content contained therein and ensuring compliance with all applicable requirements of Chapter 176, Local Government Code.

Chapter 176, Local Government Code, Conflict of Interest Questionnaire (Form CIQ) is available at: <https://www.ethics.state.tx.us/forms/conflict/>

2. Form 1295 Certificate of Interested Parties:

Texas Government Code 2252.908. As required, the Consultant shall complete and file Form 1295, Conflict of Interested Parties for awards that require an action by the City's governing body for goods or services. The form discloses any interested parties who have a controlling interest of 10% or more ownership) in the business entity and those who actively participate in facilitating the contract or negotiating the terms of the contract, if any.

a. Filing Process:

Respondents who are awarded contracts will be required to submit a signed Form 1295. <https://www.ethics.state.tx.us/filinginfo/1295/>

A copy of the completed form must be submitted to the City of Kyle.

EXHIBIT 'A'
SAMPLE AGREEMENT

SERVICES AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____ by and between the City of Kyle, (“Kyle”) a home-rule municipality in Hays County, Texas and _____, (“Contractor”) a _____, whose business address is _____. is understood and agreed to be as set forth herein:

- 1. Description of Inspection & Plan Review Services.** The City, in connection with carrying out the duties of its various ordinances and permitting processes regulating the design, construction and materials of all Commercial and Residential buildings and structures within the City (and in the ETJ, when applicable) requires the services of certified building inspectors and plans examiners.
 - a. The Contractor shall be retained by the City under the designation of “Building Inspector” or “Plans Examiner”.
 - b. Inspections shall not be conducted before 8:00am or after 6:00pm without prior coordination with/approval of the City.
 - c. The Contractor shall carry out all inspections/ plan review requested by the City under appropriate ordinances, adopted codes, code reference standards, utility provider requirements, and engineered designs. The Contractor will not assign personnel to projects they are not qualified, licensed, or experienced to perform.
 - d. The Contractor shall notify the Building Official, or his designee, of any condition(s) that prevents inspection of installation, components, or materials as required by ordinances, adopted codes, code reference standards, utility provider requirements, and engineered designs.
 - e. Utilizing proper code terminology, the Contractor will submit reports using the City inspection and permitting software. Failing reports shall be comprehensive statements providing sufficient detail.
 - f. The Contractor may be called upon to perform the following services:
 - i. attend meeting of the City Council, when requested by the Building Official, or his designee; and/or
 - ii. attend other public or private meetings involving inspection matters related to the duties performed under this Agreement; and/or
 - iii. testify at a court proceeding, including civil and criminal courts.
 - g. Requests for inspection shall be made utilizing City inspection and permitting software, through email, or telephone. Upon notification, the Contractor will honor before a contract is signed.
 - h. Request for plan review shall be made utilizing City inspection and permitting software, through email, or telephone. Plan reviewer(s) shall use City software to access plan review

documents and provide plan review comments. Initial plan review comments shall be provided within ten (10) business days of initiating plan review for commercial or multi-family construction projects. Subsequent review comments shall be provided within five (5) business days. Stamped “Approved” construction documents shall be provided through City software within two (2) business days of completing the plan review process.

- i. The Contractor shall conduct themselves as an agent of the City in good faith displaying professionalism and a courteous manner in dealings with the citizens of the City. The Contractor agrees to abide by the Building Official Code of Ethics as established by the International Code Council. The Contractor will report to the Building Official, or his designee, verbally or in writing, any conflicts between the Contractor and any citizen in the course of performing said duties.
 - j. The City may conduct customer satisfaction surveys from time to time without giving notice to the Contractor. The City will incur the cost of materials to perform such surveys.
 - k. The City may conduct Quality Assurance/Quality Control from time to time without notice to the Contractor.
 - l. The Contractor shall maintain complete and accurate records of work performed for the City. The Contractor shall manage both public and confidential records that the Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open government laws.
 - m. The Contractor shall maintain policies and procedures related to Quality Assurance and Control that provides assurance to the City that inspections have been completed in a professional and thorough manner.
 - n. The Building Official, or his designee, has final authority for interpretation of ordinances, adopted codes, code reference standards, utility provider requirements, or engineered designs.
2. **Payment for Services.** The City will employ the Contractor in accordance with Schedule A, attached to and incorporated herein for all intents and purposes. The Contractor shall invoice the City monthly for each inspection, re-inspection, and plan review performed. The invoice shall include the project address, project description, permit number, and fees charged.
3. **Termination.** Either party may terminate this Agreement by submitting written notice to the other party thirty (30) days in advance.
4. **Relationship of Parties.** It is understood by the parties that the Contractor is an independent contractor with respect to the City and not an employee of the City. The city will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor or Contractor’s employees.
5. **Employees.** Contractor’s employees, if any, who perform services for City under this Agreement shall also be bound by the provisions of this Agreement at the request of City, the Contractor shall provide adequate evidence that such persons are Contractor's employees.
6. **Injuries/Insurance.** Contractor acknowledges their obligation to obtain appropriate insurance coverage for the benefit of Contractor's employees, if any. Contractor waives the rights to recover

from the City for any injuries that the Contractor and/or Contractor's employees may sustain while performing services under this Agreement. Contractor to provide a copy of insurance coverage to the City at least ten (10) days prior to end of any existing coverage period.

- 7. Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs and judgments that may be asserted against City that result from acts or omissions of Contractor , Contractor's employees, if any, and Contractor's agents.
- 8. Third Party Beneficiaries.** It is expressly understood and agreed that the enforcement of these terms and conditions shall be reserved for the City and the Contractor. Nothing contained in the agreement shall give or allow any claim or right of action whatsoever by any third person. It is the express intent of the City and Contractor that any such person or entity, other than the City or Contractor , receiving services or benefits under this agreement shall be deemed an incidental beneficiary.
- 9. Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City.
- 10. Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

If for the City:	If for the Contractor:
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Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.
- 11. Entire Agreement.** This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes and prior written agreements between the parties.
- 12. Amendment.** This agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 13. Severability.** If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 14. Waiver of Contractual Right.** The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of limitation to that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.
- 15. Applicable Law.** The laws of the State of Texas shall govern this Agreement.
- 16. Venue.** The venue for disputes regarding the provisions of this Agreement shall be in the courts of competent jurisdiction in Hays County, Texas.
- 17. Authority to Operate in Texas.** Contractor warrants, represents, and agrees that if (i) it is a

corporation or limited liability company, then it is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, or a foreign corporation or limited liability company duly authorized and in good standing to conduct business in the State of Texas, that it has all necessary corporate power and has received all necessary corporate approvals to execute and deliver the Agreement, and the individual executing the Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor; or (ii) if it is a partnership, limited partnership, or limited liability partnership, then it has all necessary partnership power and has secured all necessary approvals to execute and deliver this Agreement and perform all its obligations hereunder; and the individual executing this Agreement on behalf of Contractor has been duly authorized to act for and bind Contractor.

- 18. Energy Company Boycott.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance therewith, and subject to applicable Federal law, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor (i) boycotts energy companies or (ii) will boycott energy companies through the term of this Agreement.
- 19. Discrimination Against Firearm Entity or Trade Association.** To the extent this Agreement constitutes a contract for goods or services within the meaning of Section 2274 of the Texas Government Code, as amended, solely for purposes of compliance therewith, and subject to applicable Federal law, Contractor represents that Contractor and all wholly-owned subsidiary, majority-owned subsidiary, parent company and affiliates of Contractor do not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association.
- 20. Comptroller List of Foreign Terrorist Organization.** To the extent this Agreement constitutes a governmental contract within the meaning of Section 2252.151 of the Texas Government Code, as amended, (relating to Iran, Sudan, or a foreign terrorist organization), solely for purposes of compliance with Chapter 2252 of the Texas Government Code, and except to the extent otherwise required by applicable federal law, Contractor represents that neither Contractor nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of Contractor is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201, or 2252.153 of the Texas Government Code.
- 21. No Boycotting Israel.** As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Agreement. For purposes of this 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.