

A black and white photograph of a water tower with the name 'JARRELL' on its tank. The tower is supported by a lattice structure. The background shows a clear sky and the silhouettes of trees.

JARRELL

**REQUEST FOR
PROPOSAL**

**COMPREHENSIVE
MASTER PLAN**

City of Jarrell



SECTION I: GENERAL INFORMATION

ARTICLE 1. HISTORY

The City of Jarrell was named after real estate developer O.D. Jarrell of Temple, who, with the help of E.C. Haeber of Bartlett founded the town in 1909. It was later incorporated in 2001. Jarrell, like many places in Texas, started with a dependence on agriculture and the railroad. However, with the growth of neighboring major metropolitan areas nearby, it is crucial to understand that Jarrell is coming to a pivotal point in history where it must begin to adapt. While preserving the small-town Texas feel, the City is continuing to grow to meet the demands of the recent influx of residential growth. The population is currently projected to grow 48.8% within the next five years with a forecast of 450-550 homes built annually within City Limits. Additionally, the surrounding economic area is expected to add 1,300 homes built annually in the next five years.

ARTICLE 2. PROJECT OVERVIEW

The City of Jarrell is looking to create a new Comprehensive Plan that encompasses the present conditions of the City and the supporting areas, as well as projects that it will include in the coming years. The City of Jarrell is a fast-growing community and the Comprehensive Plan allows better guidance of the development of

the City, as well as reflecting the goals and vision of the future. The City is seeking a team with experience in the creation of comprehensive plans that provide a broad understanding of growth patterns and how it can be applied specifically to the city to promote the health, safety, and welfare of citizens.

ARTICLE 3. SUBMISSION INFORMATION

The City intends to award a single contract for this project. The proposal should address the Consultant's capabilities for performing all aspects of the project development process while presenting specific project information and substantiating the Consultant's methodologies and approach for completing the work requested.

The official title for this project is:
The City of Jarrell Comprehensive Plan

Questions regarding the content of this proposal shall be submitted to:

Jordan Moyer, City Planner
161 Town Center Blvd.
Jarrell, Texas 76537
Phone: (512)-746-4593, ext. 127
Fax: (512)-746-2052
j.moyer@cityofjarrell.com

ARTICLE 4. PREPARATION COST

The City shall not be responsible for proposal preparation costs, nor for costs including attorney fees associated with any (administrative, judicial, or otherwise) challenge to the determination of the highest-ranked Proposer and/or award of contract and/or rejection of the proposal. By submitting a proposal each Proposer agrees to be bound in this respect and waives all claims to such costs and fees.

ARTICLE 5. RULES GOVERNING COMPETITION

Examination of Proposals

Proposers should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced in the RFP. Proposers should become fully aware of the nature of the Work and the conditions likely to be encountered in performing the Work.

Proposal Acceptance Period

Award of this proposal is anticipated to be announced within thirty-one (31) calendar days, although all offers must be completed and irrevocable for ninety (90) days following the submission date.

Confidentiality

The content of all proposals and scoring sheets may be subject to confidentiality pursuant to the Texas Public Information Act (“Act”). After the award of the contract, all information related to proposals received may be subject to release pursuant to the Act.

Proposal Format

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of the Proposer’s capabilities to satisfy the requirements of this RFP. Emphasis should be placed on Conformance to the RFP instructions, Responsiveness to the RFP requirements, overall completeness, and clarity of content.

Signature Requirements

All proposals must be signed. An officer or other agent of a corporate vendor, if authorized to sign contracts on its behalf; a member of a partnership; the owner of a privately owned vendor; or other agent if properly authorized by a Power of Attorney or equivalent document may sign a proposal. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

Proposal Submission

Ten (10) copies of the finished and bound proposal must be received by the City of Jarrell, City Secretary no later than **3:00 PM on Friday, July 3, 2020**. All copies of the proposals must be under sealed cover and plainly marked with the project name.

Proposals shall be delivered or mailed to:

The City of Jarrell,
ATTN: City Secretary.
161 Town Center Blvd.,
Jarrell, Texas 76537

News Releases

News releases pertaining to the award resulting from the RFPs shall not be made without the prior written approval of the Planning Department.

Disposition of Proposals

All materials submitted in response to this RFP will become the property of the City of Jarrell. One copy shall be retained for the official files of the Planning Department and will become public record after awarding of the Contract.

Modification/Withdrawal of Proposals

A respondent may withdraw a proposal at any time before the final submission date by sending written notification of its withdrawal, signed by an agent authorized to represent the agency. The respondent may thereafter submit a new or modified proposal before the final submission date. Modifications offered in any other manner, oral or written, will not be considered. A final proposal cannot be changed or withdrawn after the time designated for the receipt, except for modifications requested by the City after the date of receipt and following oral presentations.

Oral Change/Interpretation

No oral change or interpretation of any provision contained in this RFP is valid whether issued at a pre-proposal conference or otherwise. A written addenda shall be issued when the City deems changes, clarifications, or amendments to proposal documents necessary.

Late Submissions

PROPOSALS NOT RECEIVED BEFORE THE DATE AND TIME SPECIFIED WILL NOT BE CONSIDERED AND WILL BE RETURNED UNOPENED AFTER RECOMMENDATION OF AWARD

Rejection of Proposals

The City of Jarrell reserves the right to reject any or all proposals, to waive irregularities and to accept that proposal which is in the best interest of the City.

Projected Schedule:

Issue RFP: May 27, 2020

Pre-Proposal Meeting: June 11, 2020

Advertise: May 27, 2020, through July 3, 2020

Deadline for Questions: June 25, 2020

Submission Deadline: July 3, 2020

Oral Interviews(If Advanced): Week of July 13, 2020 Selection of
Consultant: July 20, 2020

Contract Award: Contract is awarded upon City Council approval
(Estimated date – July 28, 2020)

Project Completion: Based on timeline provided in Submission and agreed upon by both the City and Professional who is awarded the contract.

SECTION II: SCOPE OF WORK

ARTICLE 1. AREA OF PROJECT

The City of Jarrell currently extends along IH 35 from just to the north of Georgetown. We are expanding outward towards the west and the east. The City of Jarrell has been working to continue development in these areas. Currently, most projects are residential, however, we are working towards incorporating more commercial projects into the city.

ARTICLE 2. PROJECT SCOPE

Included in this plan will be:

1. Infrastructure

Incorporate the current infrastructure in place and recommend goal, policy, and action items for future infrastructure to include a new stormwater component into the infrastructure. Address growth management strategies as it relates to infrastructure, as well as projections for needed items.

2. Traffic/Transportation

Create a recommendation and goal for a 2020 Transportation Master Plan to include projections for traffic management in relation to the future development of the city, focused on east/west movement to create a better overall picture of required projects.

3. Current and Future Land Use

Develop realistic population projections and build-out scenarios utilizing preferred land-use patterns. The build-out scenarios shall include land use projections, population densities, development phasing models, and infrastructure improvements as required. The Future Land Use Map shall be updated to account for existing development and future development trends. The Future Land Use Map shall also be created in GIS format (.shp file format). Review, analyze and

provide the land use and development character goal, policy, and action items of the Plan and refine as needed to account for shifting demographics and vision of the community.

4. Facilities

Review and analyze existing city facilities. Develop projections and benchmarks for facility needs based on population projections.

5. Economic Development

Review, analyze, and update local, state, regional and global factors that influence the future development, redevelopment, and growth opportunities within the City of Jarrell. Specify the economic impacts for major components of the Plan.

6. Branding

Create a new branding scheme to create an identity for the city. Specify the implementation strategies, key factors, and projects to form a full identity for the future. Items included may be wayfinding, monument signs, event recommendations, and more.

7. Planning and Assessment Based on Public Participation

Create a plan to assess public participation comments to implement the most requested topics in a reasonable and time effective manner that fits within this Comprehensive Plan.

ARTICLE 3. SCOPE OF PROFESSIONAL SERVICES

The scope of professional services required by this RFP may include:

- A. Creative outreach strategies to notify and engage the public and stakeholders to obtain feedback.

- B. Provide critical analysis, assessments, and recommendations to guide development.
- C. Sensitivity to the environmental aspects of the site and surrounding features unique to this area and reflect environmentally sustainable solutions in the plan.
- D. Provide professional written and graphic reports.
- E. Conduct/Attend public meetings.
- F. Comply with all federal, state, and local requirements.

ARTICLE 4. Public Participation

The City of Jarrell considers citizen participation essential to a successful Comprehensive Plan. The Comprehensive Plan process shall be structured to efficiently maximize citizen involvement and participation. The consultant shall be responsible for designing a public engagement strategy, to include an online platform, which incorporates effective and innovative participation techniques and encourages participation throughout the development of the Comprehensive Plan. Participation by residents, businesses, agencies, organizations, all city departments, and public officials is a must throughout the planning process. The proposed public engagement strategy must include the latest technologies and be creative, inclusive, efficient, and reliable with the goal of channeling this input into realistic alternatives for consideration by the public. The consultant team must demonstrate extensive expertise and experience in the public participation and facilitation process. The consultant team must have strong leadership and creativity to provide clear direction in participation techniques that result in inclusive and timely decisions.

SECTION III: PROPOSAL AND SUBMISSION REQUIREMENTS

ARTICLE 1. PROPOSAL NARRATIVE

All proposal information shall be presented in a single-bound volume that has been checked sufficiently to ensure completeness

and accuracy of detail. Proposals that do not comply with the instructions in this RFP will not be accepted. It is mandatory that the proposal contains the following 5 items and that it be presented in the following order:

1. Cover
2. Title Page (1 page)
3. Letter of Transmittal (1 page)
4. Table of Contents (1 page)
5. Core Content (5 pages maximum)
 - (a.) Consultant Project Approach
 - (b.) Key Project Personnel
 - (c.) Past Project Performance
 - (d.) References
6. Supporting Attachments (if necessary 8 pages maximum)
 - (a.) Items 5 and 6 should be separated with either color-coded or tab-type dividers so that information may be quickly located.
7. The City intends to execute a contract with the successful proposer in substantially the form attached hereto in Exhibit A
 - (a.) The Proposer SHALL include all objections, deletions, or required additions to the contract sought by Proposer. The number of additions, deletions, modifications, and objections to the Contract will be considered in the City's evaluation of the proposals.

1) Title Page (1 Page)

Show the RFP title being proposed on, the name of your firm, address, telephone number(s), name of a contact person, and date.

2) Letter of Transmittal (1 Page)

(a.) Identify the RFP project for which the proposal has been prepared.

- (b.) Briefly state your Firm's understanding of the services to be performed and make a positive commitment to provide the services as specified.
- (c.) Provide the name(s) of the person(s) authorized to make representations for your firm, their titles, address, and telephone numbers.
- (d.) A corporate officer or another individual who has the authority to bind the firm must sign the letter. The name and title of the individual(s) signing the proposal must be clearly shown immediately below the signature.

3) Table of Contents (1 Page)

Clearly identify the materials by Section and Page Number.

4) Details of Core Content (5 Pages Maximum)

(a.) Recent Master Planning Experience

Include a brief statement concerning the recent relevant experience of the persons from your firm and each sub-consultant who will be actively engaged in the proposed effort. Do not include firm experience unless individuals who will work on this project participated in that experience. If the consultant proposal includes sub-consultants, a list of such subconsultants shall be submitted and qualifications and experience stated for each sub-consultant.

(b.) Consultant Work Approach

The proposal must include a brief description of the Proposer's overall approach to master planning and any unique capabilities the Firm can bring to the project. Also include information addressing how the Proposer plans to provide project management, quality assurance, contract deliverables, budget and cost control, schedule control, and internal/external coordination for this project.

(c.) Key Project Personnel

It is recommended personnel have a thorough knowledge and understanding of Municipal Government operations to provide perspective related to master planning analysis and recommendations.

Specific background information on key individuals who will be assigned to the project must be included. The background information on these individuals should emphasize their work experience relative to project requirements, current projects, and availability. The proposed key personnel must be the personnel assigned to the project.

It is intended that the personnel assigned will carry this project to its conclusion. If for unforeseen reasons key personnel can no longer contribute to the discipline specialties for which they have been selected, the Consultant may petition the Project Manager in writing within thirty (30) days of any changes of personnel that are included in this statement and the addition to the Consultant's staff of personnel who may contribute to the discipline specialties for which the key personnel has been selected.

The City of Jarrell reserves the right to approve all personnel changes, as well as reserves the right to cancel any task request in effect should it determine that the proposed personnel are not available or assigned to the task order.

(d.) Past Project Performance

Information is to be provided on the firm's performance on past projects (include City projects if applicable), regarding the project management items identified. Provide the names, addresses, current telephone numbers, and brief project descriptions of three past or current clients who can

comment on aspects of your work relevant to this proposal.

Please note that grammar, spelling, and conformance to RFP instructions will be a scoring factor of each proposal submitted.

5) Supporting Attachments (8 Pages Maximum)

Attach only information pertinent to the project being proposed on and that will provide reviewers clear and concise insights into your firm’s capabilities.

6) Include a Timeline for estimated completion dates from start to finish with a summary of key benchmarks.

7) Include all objections, deletions, or required additions to the contract sought by Proposer to the draft contract contained in Exhibit A of this RFP.

SECTION IV: EVALUATION CRITERIA AND SELECTION PROCESS

Firms will be ranked using the points available for each RFP criterion. The criterion categories and points available for each are as follows:

CATEGORY	POINTS
RECENT MASTER PLANNING EXPERIENCE	25
CONSULTANT PROJECT APPROACH	25
KEY PROJECT PERSONNEL	25
PAST PROJECT PERFORMANCE	15
CONFORMANCE TO RFP INSTRUCTIONS	5
CHANGES TO CONTRACT	5
TOTAL	100

A committee of individuals representing the City of Jarrell shall evaluate the proposals and will rank the proposals as submitted.

The City of Jarrell reserves the right to award contract(s) solely on the written proposal. The City also reserves the right to request oral interviews with the highest-ranked firms (short-list). The purpose of the interviews with the highest-ranked firms is to allow expansion upon the written responses. The City reserves the right to request additional questions to be answered during the interviews, determine the format and content of the interviews, and establish the maximum number of people who attend the interview from each short-listed firm. If interviews are conducted, a maximum of three firms will be shortlisted. The Consultant's project manager identified in the proposal will be required to attend the interviews. By submitting a proposal, it is understood that the Proposers may not change (add or delete) personnel for interviews from those listed in the proposals without written consent from the City.

A second score sheet will be used to score those firms interviewed. If oral interviews are conducted, the final selection will be based on the total of all evaluators' scores achieved on the second rating. The highest-ranked Proposer(s), after the second scoring, if performed, may be invited to enter final negotiations with the City for the purposes of Contract award.

SECTION V: CONTRACT NEGOTIATION PROCESS

The highest-ranked Proposer(s) may be invited to enter Contract negotiations with the City of Jarrell. If an agreement cannot be reached with the highest-ranked Proposer, the City shall notify the Proposer and terminate negotiations. The second highest Proposer may be contacted for negotiations. This process may continue until successful negotiations are achieved. However, the City reserves the right to terminate negotiations with any Proposer should it be in the City's best interest. The City of Jarrell reserves the right to reject all

proposals submitted. The successful Firm shall meet the City of Jarrell minimum professional liability insurance requirements of \$1,000,000 per claim and \$2,000,000 per occurrence, naming the City of Jarrell as an additional insured.

Exhibit A

AGREEMENT FOR COMPREHENSIVE MASTER PLANNING SERVICES

THIS AGREEMENT, is made and entered this ____ day of _____, 2020, by and between the City of Jarrell, a Texas general law municipality (“City”) and [Entity name, state of incorporation/organization] (“Professional”).

RECITALS

WHEREAS, the City desires to retain a design professional for services associated with preparing a Comprehensive Master Plan for the City (“Master”); and

WHEREAS, the Professional responded to a Request for Proposal for Comprehensive Master Planning services for the City (“RFP”);

WHEREAS, a copy of the RFP is attached hereto as Exhibit No. 1;

WHEREAS, the Professional responded to the RFP seeking to provide master planning service for the City;

WHEREAS, Professional is in the business of master-planning of the type proposed by the City; and

WHEREAS, Professional has by providing a response to the RFP indicated a willingness to undertake the master planning services for the benefit of the City; and

WHEREAS, the City wishes to authorize Professional to undertake master-planning services under the terms set forth herein.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING RECITALS, THE PARTIES AGREE AS FOLLOWS:

I. Scope of Work.

The general Scope of Work (“SOW”) for this Agreement is a Comprehensive Plan that encompasses the present conditions of the City as well as projects that it will include in the coming years. The specific SOW shall consist of the following documents, attached hereto and incorporated herein by this reference:

- Request for Proposal (“RFP”) issued by the City on [date]; and
- Any Addenda to the RFP issued by the City, bearing the date(s) of [date(s)]; and
- The Professional’s Response to RFP, dated [date]; and

The SOW shall be governed by the above-identified documents, except as may be amended by the issuance of Change Orders pursuant to Section II below.

II. Change Orders.

A. Any material change to the Scope of Work contemplated under Section I above shall be accomplished only as provided in this Section II.

B. Should either party determine that a material change to the Scope of Work is necessary or advisable, the particular change shall be set forth in a writing entitled "Change Order, [date]", and shall bear the signatures of an authorized representative of each party. Upon execution by both parties of any such Change Order, the Scope of Work shall be deemed modified and incorporated by this reference into this Agreement as if set forth fully herein. The City will retain all original Change Orders approved pursuant to this Section II, and Professional shall be provided a copy for its files.

III. Project Commencement, Progress and Completion.

A. Professional's SOW services shall be completed as presented in Exhibit No 1. Professional will undertake the SOW services in a thorough and workmanlike manner in every respect and in compliance with the applicable standard of care for such professionals.

B. The SOW services will be considered complete when all services described in the SOW has been finished, and the design materials have been accepted by City.

IV. Relationship of Professional to City.

A. Professional acknowledges that it, its employees and sub-contractors, if any, are an independent contractor, and not as employees of the City. Nonetheless, Professional accepts the relationship of trust and confidence established between it and the City by this Agreement. Professional covenants with the City to furnish its best skill and judgment and to assure SOW services are undertaken and completed as contemplated herein.

B. The City's Project Manager for all purposes under this Agreement is City Manager, Vanessa Shrauner, and all communications from Professional to City arising out of this Agreement shall be directed to Ms. Shrauner's attention, except as she may specifically designate in writing.

V. Professional's Representations.

Professional has the requisite experience, training, personnel and resources to complete the SOW within the time frames set forth herein, and in accordance with the standard of care applicable to the Professional's occupation.

The Professional has familiarized itself with the nature and the extent of this Agreement, the SOW, the locality, all characteristics of the City considering the local conditions and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the SOW services, or apply in any manner whatsoever to the work.

VI. Payment to Professional.

Professional agrees to accept the sum of [dollars in text][(\$dollars in numerals)] as full payment for the performance of the SOW services contemplated under this Agreement, which sum shall be increased or decreased only by the amount representing the associated cost of any and all Change Orders approved as provided in Section II above. The City shall render payment based on key benchmarks as approved in Exhibit No 1

VII. Ownership of Plans, Specifications, and Documents.

All Work Product from the SOW services shall be considered work(s) made by Professional for the City and shall belong exclusively to the City and its designees. If by operation of law, any of the Work Product, including all related documents, is not owned in its entirety by the City automatically upon creation thereof, then Professional agrees to assign, and hereby assigns, to the City and its designees the ownership of such Work Product, including all related property rights. "Work Product" shall mean any writings (including excel, power point, emails, etc.), programming, documentation, data compilations, reports, and any other media, materials, or other objects produced as a result of Professional's work hereunder or delivered by Professional in the course of performing that work.

VIII. Indemnification.

To the fullest extent permitted by law, the Professional agrees to indemnify and hold harmless the City, and its officers and its employees, from and against all liability, claims, and demands, on account of any injury, loss, or damage, which arise out of or are connected with the work contemplated herein, if such injury, loss, or damage, or any portion thereof, is caused by, or claimed to be caused by, the act, omission, or other fault of the Professional or any subcontractor of the Professional, or any officer, employee, or agent of the Professional or any subcontractor, or any other person for whom Professional is responsible. The Professional shall investigate, handle, respond to, and provide defense for and defend against any such liability, claims, and demands, and to bear all other costs and expenses related thereto, including court costs and attorneys' fees. The Professional's indemnification obligation shall not be construed to extend to any injury, loss, or damage which is caused by the act, omission, or other fault of the City.

IX. Insurance and Bonds.

A. Professional shall not commence work under this Agreement until it has presented Certificates of Insurance as required by sub-section IX (C) below, confirming it has obtained all insurance and bonds required by this Section IX, and with the minimum insurance coverage as follows:

(1) Workers' Compensation: statutory limits.

(2) Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate. The policy shall be applicable to all premises and operations. The policy

shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations.

(3) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate with respect to each of Professional's owned, hired and/or non-owned vehicles assigned to or used in performance of the services.

(4) Professional Liability insurance with minimum limits of ONE MILLION DOLLARS (\$1,000,000) each occurrence and ONE MILLION DOLLARS (\$1,000,000).

B. The policies required above, except for the Workers' Compensation insurance, shall be endorsed to include the City as an additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Professional. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Professional shall be solely responsible for any deductible losses under each of the policies required above.

C. Certificates of Insurance shall be completed by the Professional's insurance agent as evidence that policies providing the required coverage, conditions, and minimum limits are in full force and effect, and shall be subject to review and approval by the City. Each certificate shall provide that the coverage afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

D. Failure on the part of the Professional to procure or maintain policies as provided herein shall constitute a material breach of contract upon which the City may immediately terminate this Agreement, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Professional to the City upon demand, or the City may offset the cost of the premiums against any monies due to Professional from the City.

X. Costs and Attorneys' Fees. In the event of litigation enforcing or interpreting the terms of the within Agreement, the City shall be entitled an award of reasonable attorney fees and all costs of suit, including expert witness fees, court reporter fees and similar litigation expenses. Nothing in this Section X shall be deemed a waiver of any constitutional or statutory protections afforded to municipal governments under Texas law.

XI. No Assignment.

This Agreement shall not be assigned by the Professional without the prior written approval of the City. However, Professional shall have the right to employ such assistance as may be required for the performance of the project, including the use of subcontractors, which employment shall not be deemed an assignment of the Professional's rights and duties hereunder.

XI. Governing Law, Venue.

This Agreement is to be governed by and construed in accordance with the laws of the State of Texas. Proper venue for any dispute or litigation shall be only in Williamson County, Texas. The parties further agree that the interpretation and enforcement of the within Agreement shall be in accordance with Texas law.

XII. Form 1295

Texas law and the City requires that business entities, as defined in Texas Government Code § 2252.908, who contract with the City complete the on-line of Form 1295 "Certificate of Interested Parties" as promulgated by the Texas Ethics Commission (<https://www.ethics.state.tx.us/filinginfo/1295/>). Form 1295 is also required for any and all contract amendments, extensions or renewals. Prior to any payment to Professional hereunder, Professional shall provide proof of submission of the appropriate Form 1295 documentation has been submitted.

XIII. Miscellaneous

A. Nothing in this Agreement shall in any way be construed to constitute PROFESSIONAL as an agent, employee or representative of the CITY, but PROFESSIONAL shall perform the services hereunder as an independent contractor.

B. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

C. Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

D. The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

E. This Agreement and the rights, obligations and liabilities created hereunder shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives,

successors, and assigns of each of the parties hereto, but no rights, obligations, or liabilities hereunder shall be assignable or delegable by PROFESSIONAL without the prior written consent of the CITY. CITY may assign or delegate the rights, obligations, or liabilities created hereunder to its successor in interest without the consent of PROFESSIONAL.

F. All obligations by either party which expressly or by their nature survive the expiration or termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding its expiration or termination and until they are satisfied in full or by their nature or within one year of termination, provided however that any obligations regarding protecting confidential information shall continue in perpetuity.

G. The terms, provisions, representations, and warranties contained in this Agreement that by their sense and context are intended to survive the performance thereof by either or both parties hereunder shall so survive the completion of performances and termination of this Agreement, including the making of any and all payments due hereunder.

IN WITNESS WHEREOF, City and Owner have executed this Agreement as of the date set forth below, to be effective as of the Effective Date. EXECUTED on this, the ____ day of _____, 2020.

CITY:

Vanessa Shrauner, City Manager

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared **Vanessa Shrauner, City Manager of the City of Jarrell, Texas**, a municipal corporation of Williamson County, Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said **City of Jarrell**, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the ____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires: _____
Professional,
(Professional Service Company)

Name of authorized representative.

THE STATE OF TEXAS §
 §
COUNTY OF WILLIAMSON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said _____ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the _____ day of _____, 20____.

Notary Public in and for the State of Texas

My Commission Expires: _____

ATTEST:

Dianne Peace, Municipal Clerk

APPROVED AS TO FORM:

Art Rodriguez, City Attorney