

CITY OF SAN ANGELO REQUEST FOR BIDS

Real Estate Division

City Farm Lease
Approximately 310.12 Acres



SUBMITTAL DEADLINE

No later than February 6, 2015, 2:00 P.M. Local Time

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1. INTRODUCTION

The City of San Angelo Public Works and Real Estate Division is requesting bids for a ten (10) year lease of City Farm land described as: Approximately 310.12 acres out of German Emigration Survey 351, Abstract 314, Abstract 315, Abstract 7949 all in Tom Green County, Texas

Legal Description/Map:

See Attachment A

1.1. Disqualification

The Bidder may be disqualified for any of the following reasons:

- The Bidder is involved in any litigation against the City of San Angelo;
- The Bidder is in arrears on any existing contract or has defaulted on a previous contract with the City;
- The Bidder is debarred, suspended, or otherwise excluded from or ineligible for participation in State or Federal assistance programs.

1.2. Digital Format

If Bidder obtained the bid specifications in digital format in order to prepare a proposal, the bid must be submitted in hard copy according to the instructions contained in this bid package. If, in its bid response, Bidders makes any changes whatsoever to the published bid specifications, the bid specification as published shall control. Furthermore, if an alteration of any kind to the bid specification is discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation without recourse.

1.3. Confidentiality

All bids submitted shall remain confidential. After award, proposals will be made available for public inspection. The City shall not be responsible for the confidentiality of any trade secrets or other information contained or disclosed in the proposal unless clearly identified as such.

1.4. Award of Contract

The City reserves the right to accept or reject any or all bids, and to waive any informalities or irregularities in the RFB process. The City Council shall accept or reject all bids.

1.5. Acceptance of Proposal Content

Before submitting a proposal, each Bidder shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the performance of the contract and to verify any representations made by the City upon which the proposal will rely. If the Bidder receives an award, failure to have made such investigation and examinations will in no way relieve the Bidder from his obligation to comply in every detail with all provisions and requirements.

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

2. DEADLINE AND DELIVERY LOCATION

2.1. Deadline

Sealed Request for Bids (RFB) submittals must be received and time stamped by **2:00 PM, Local Time, February 6, 2015**. The clock located in Purchasing will be the official time.

2.2. Sealed Envelope

- **Mark in Bottom Right Corner - "RFB NO. PRO-01-10/ City Farm Lease- 310 Acres"**
- **Mark in Top Left Corner – Name of Bidder, Company Name, etc.**

2.3. Mailing Address

Purchasing Department
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

2.4. Service Delivery Address

Purchasing Department, Suite 330
City of San Angelo
72 West College Avenue
San Angelo, Texas 76903

Mark delivery envelope "RFB Enclosed/RE-01-15"

2.5. Copies

Please include in the sealed bid envelope:

- One (1) signed original of all required bid forms
- One copy of all required bid forms
- One PDF copy of all required bid forms on CD or USB Storage Drive

2.6. Points Of Contact

| | |
|---|--|
| Roger S. Banks, Manager Purchasing Division City of San Angelo 72 West College Avenue San Angelo Texas, 76903 Email: sapurch@cosatx.us Telephone: (325) 657-4220 | Cindy S. Preas, Manager Real Estate Division City of San Angelo 72 West College Avenue San Angelo Texas, 76903 Email: cynthia.preas@cosatx.us Telephone: (325) 657-4212 |
|---|--|

It is the sole responsibility of the Bidder to ensure that the sealed RFB submittal arrives at the above location by the specified deadline regardless of method chosen by the firm for delivery.

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3. INSTRUCTIONS TO BIDDERS

3.1. Proposal/Bid Interpretation

Any explanation desired by a bidder regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested in writing seven (7) days prior to the deadline to the **Purchasing Department, City of San Angelo, 72 West College Avenue, San Angelo, TX 76903** or by email to **sapurch@cosatx.us** to allow sufficient time for evaluation and reply to all prospective Bidders before the submission of their bids. The bid invitation number must appear on all correspondence, inquiries, etc. pertaining to the invitation. Oral explanations or instructions given before the award of the contract are not binding and do not form a part of or alter in any way, the written agreement.

3.2. Addendums

Should any changes or clarifications in the bid documents be required, they will be in writing and posted as an addendum on the City's webpage. It is the bidder's responsibility to ensure that any addendums are considered prior to submitting a bid by reviewing the webpage or contacting Purchasing.

3.3. Specifications

Bidders are expected to examine all specifications and are responsible for the inspection of the property and should satisfy themselves of exact location of the property. It is the Bidder's responsibility for inspections, zoning, environmental assessments, engineering studies, mechanical inspections, pest control, etc. Such inspections will be at the expense of the Bidder. The Bidder will be responsible for being familiar with the property location and zoning. FAILURE to do so will be at the Bidder's risk.

3.4. Lease "As Is"

Bidder shall be familiar with all the Reservations from and Exceptions to Conveyance and Warranty in the Sample Lease Agreement (included in Bid Packet). Property will be leased "As Is", subject to **ALL** easements, blanket easements, rights-of-ways, covenants, conditions, zoning, restrictions, water rights, and all other restrictions or conditions, including physical conditions, whether recorded or not.

3.5. Access to Property

Bidder will be responsible for access to the Property to include construction of roadways.

3.6. Bid Security

All bids shall include a bid security in the amount of **\$500.00**, which will be applied toward the first annual lease fee. Only Money Orders and Certified Checks are accepted; and are to be made out to the **City of San Angelo**.

Bid securities will be returned to all unsuccessful bidders within ten (10) working days of City Council award of bid.

3.7. Default In Lease

If Bidder is awarded the bid and fails to lease the property, Bidder agrees to forfeit the security amount to the City of San Angelo.

3.8. Commissions

Should a Bidder solicit representation from a Real Estate Licensee (Agent), the bidder will be responsible for payment of commissions.

3.9. Execution of Lease Agreement

Within ten (10) calendar days of awarding the bid, Bidder will execute a Lease Agreement in substantially form which attached hereto.

3.10. Corrections, Additions, Or Deletions

Corrections, additions, or deletions to any portion of the invitation will be in the form of a written amendment or addendum.

3.11. Authorized Signature

Bids must show Bidder's name, address, and be manually signed. The person(s) signing the bid must have authority to execute Lease. Any erasures or other changes must be initialed by the person signing the offer. If

Bidder is married, the spouse must also sign the bid unless the property will be purchased with separate property funds.

3.12. Modification Or Withdrawal Of Bids

Bid pricing **CANNOT** be altered or amended after the closing time. Bids may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Department. A bid may also be withdrawn in person by a Bidder or his authorized agent, provided his identity is made known and he signs a receipt for the bid. No bid may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Department.

3.13. Annual Rent

Bidder is to quote its highest and best annual rent for the first year of the lease. (See attached copy.) Bid Amount shall be entered on the Bid Sheet in ink or typewritten.

3.14. Delivery Date

Delivery of property shall occur March 1, 2015, as set out in the Lease Agreement; and subject to approval by the City Council.

3.15. Reservations

The city expressly reserves the right to accept, reject, or cancel all bids AND:

- A. Waive any defect, irregularity, or informality in any bid or bidding procedure.
- B. Extend the bid closing time and date.
- C. Reissue a bid invitation or proposal.
- D. Consider and accept an alternate bid as provided herein when most advantageous to the City.
- E. Extend any contract when most advantageous to the City.

3.16. Closing Time & Date

All bids must be returned in sufficient time to be received in the Purchasing Department on or before the advertised closing time and date.

3.17. Late Bids

Bids received after the advertised closing time and date regardless of the mode of delivery, will not be considered.

3.18. Acceptance

Acceptance of Bidder's offer for an open market lease of property; the Bidder will be notified by telephone and/or mail after final approval and acceptance of its offer by the San Angelo City Council.



4. TERMS AND CONDITIONS

4.1. Lease Agreement

City shall execute a ten (10) year Lease Agreement, subject to approval by the City Council of the City of San Angelo, Texas. The Leased Property shall not pass to the Bidder until the Lease Agreement is fully executed and the first year's annual rent along with a one-time Seventy Five Dollar (\$75.00) granting fee is paid to the City in full.

4.2. Use of Leased Premises

Leased Premises shall be used by Tenant for grazing, cultivation, and uses normally incident thereto, and for no other purpose. If at any time the Leased Premises and any improvements thereon shall cease to be used for such purpose, the City shall have the right to terminate the Lease.

Tenant shall use only that portion of the property leased to him. Tenant shall comply with all laws and regulations that may pertain to the use of the Premises or to the growing of crops, hay or raising livestock on the Leased Premises.

4.3. Utilities

City makes no representation as to the availability of utilities or costs associated with utilities. It is the Tenant's responsibility to determine availability and cost of utilities.

4.4. Insurance Requirements

Tenant agrees to maintain the liability insurance policies as required in the Grazing and Agricultural Lease Agreement during the term and any period before or after the term when Tenant is present on the Leased Premises.

4.5. Maintenance

Tenant agrees to keep said Premises in a neat, clean and respectable condition by prompt removal of all trash, litter, debris and junk, and will keep said Premises cleared of all objectionable matter. Tenant agrees to maintain all fences, roads and other improvements at their own expense. In the event Tenant fails to keep said Premises in a manner acceptable to the City, the City has the power and expressed authority to require the Premises to be cleaned, cleared, or repaired at the owner's expense. The costs associated with such maintenance either shall be billed directly to Tenant, or if paid by City, shall be reimbursed to City by Tenant within thirty (30) days of City's notice to Tenant, with any unpaid amounts accruing interest at a rate of ten percent (10%) per annum.

Tenant shall be responsible for the care and welfare for all trees on said Property. Pecans produced from the Property shall be the property of the Tenant. Tenant shall not remove any tree from the Leased Property without obtaining written approval from the City.

Tenant agrees not to over stock the Leased Property with livestock such that it becomes overgrazed.

4.6. Sublet and Assign

Tenant will not assign or sublet this Lease, in whole or in part, without the written consent and approval of the City.

4.7. Encumbrance

Tenant shall not have the right to encumber the Leased Premises.

4.8. Right to Enter

City shall have the right to enter the Leased Property at all times during the term of the Lease for the purpose of examining and inspecting the same and determining whether Tenant shall have complied with all of its obligations in respect to the terms and conditions of said Lease Agreement.

4.9. Alterations, Additions, Improvements and Fixtures

Tenant may place temporary improvements on the Property for agriculture or recreation purposes only. Improvements for other purposes are prohibited.

Tenant **shall not** make any alterations, additions or improvements to the Leased Property which will in any way obstruct the natural flow of the drainage or of rising water. (This includes, but not limited to the addition or movement of soil, planting of shrubs, the construction of fences or anything containing plumbing of any type).

As applicable, permit(s) shall be obtained prior to placement of any alteration, addition, or improvement on the Property, and said alteration, addition, or improvement shall be constructed in accordance with all applicable codes, laws, rules or regulations.

All alterations, additions or improvements made by the Tenant shall become the property of the City at the termination of this Lease unless approved otherwise by the City. Tenant shall be responsible for any or all damage(s) caused by removal of all alterations, additions or improvements from the Lease Premises.

4.10. Waste, Nuisance or Illegal Uses

Tenant shall not use, or permit the use of, the Leased Premises in any manner that result in waste of the Premises or constitutes a nuisance. Nor shall Tenant use or permit the use of the Premises for any illegal purpose.

4.11. Taxes

Tenant shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of the Lease may be levied on or assessed against the Leased Property, and/or leasehold estate in or on the Property and all interest therein and all improvements and other property thereon, whether belonging to the City or Tenant to which either of them may become liable. Tenant agrees to indemnify and save harmless the City from all such taxes, charges and assessment.

4.12. Incidental Charges

Tenant shall pay or cause to be paid all incidental charges; such as permit fees, incurred in connection with his operations and use of the Leased Premises.

4.13. Invoices & Payments

Tenant shall pay annual rent to the City of San Angelo Real Estate Division, 72 West College Avenue, San Angelo, TX, 76903. Payments shall be made in advance, payable in annual payments on the first of January each year during the term of the lease.

Annual rent for each year of this lease, after the initial year, shall be increased by 2.5% of the previous year's rental rate (e.g. if the rent for the first year is \$1,000; the rent for the second year would be $\$1,000 \times 1.025 = \$1,025$; the third would be $\$1,025 \times 1.025 = \$1,051$; and so on).

4.14. Late Payments

Tenant shall be charged a late fee for any fee received by the City after the date that the fee is due in the amount of ten percent (10%) per annum of the outstanding fee.

4.15. Gratuities

The City may, by written notice to Tenant, cancel this transaction without liability to Tenant if it is determined by the City that gratuities were offered from an agent or representative of the Tenant to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations in respect to the award of this bid.

4.16. Warranty-Price

The Tenant warrants that no person or purchasing agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or purchasing agencies maintained by the Tenant for the purpose of securing Property. For breach or violation of the warranty, the City shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fees.

4.17. No Warranty By City Against Infringements

The City does not make any Warranties or Guaranties, expressed or otherwise, except as provided for in the Lease Agreement.

4.18. Right of Inspection

Tenant shall have the right to inspect the property before bidding on it.

4.19. Cancellation

Any cancellation of Lease Agreement shall be in accordance with the terms herein and the Lease Agreement.

4.20. Assignment-Delegation

No right or interest in the contract shall be assigned nor shall any delegation of any obligation made by Tenant be valid without the written permission of the City. Any attempted assignment or delegation by Tenant shall be wholly void and ineffective for all purposes unless made in conformity with this paragraph.

4.21. Waiver

No claim or right arising out of any bid can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing, signed by the aggrieved party.

4.22. Applicable Law

This transaction shall be governed by the State of Texas law as effective and in force on the date of this bid.

4.23. Advertising

Tenant shall not advertise or publish, without City's prior consent, the fact that City has entered into this transaction, except to the extent necessary to comply with proper requests for information from an authorized representative of the Federal, State, or Local government.

4.24. Conflict of Interest

Tenant agrees to comply with the conflict of interest provisions of the Texas State Law and the City of San Angelo Charter and Code of Ordinances. Tenant agrees to maintain current, updated disclosure of information on file with the Purchasing Department throughout the term of the Lease Agreement, as applicable.

4.25. Legal Venue

Venue shall be in Tom Green County, Texas.

4.26. Award Criteria

The property will be awarded to the Bidder who submits the highest qualified bid. Final approval and acceptance rests with the San Angelo City Council.

4.27. Copies of Bid Tabulation Results

For a copy of the Bid Tabulation results, send a self-addressed stamped envelope to Purchasing Department, City of San Angelo, 72 West College Avenue, San Angelo, Texas 76903.

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5. SPECIAL CONDITIONS

5.1 No Warranty

LANDLORD GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE PREMISES OR ANY IMPROVMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OF FITNESS FOR A PARTICULAR USE.

5.2 Water Usage

Farm land and grass land areas are leased as a dry-land operation. Tenant shall not utilize any water from the river or wells on the premises to irrigate crops or pastures.

5.3 Livestock

Leased Premises shall not be used for a dairy operation or a high-density cattle or commercial feedlot operation or facility. (See maximum stocking rate within Sample Lease).

5.4 Death, Loss or Theft of Livestock

City will not be responsible for death, loss or theft of any livestock from the Leased Premises.

5.5 Stock Watering System

Tenant shall provide and maintain at his own expense any stock watering systems that may be needed.

5.6 Lock and Key

City will provide a standard master lock and key that will be on all outside perimeter gates around the Premises. Tenant shall utilize this master lock and no cut-in or add additional locks on gates.

5.7 Damages

Tenant shall maintain, repair and be responsible for any damage he may cause to any existing fences, roads, and other improvements on the Leased Property. Should Tenant fail to make such repairs, the City may repair the damage and bill Tenant for all costs.

5.8 Conservation Plan

Portions and possibly all the Leased Premises may be classified as "Highly Erodible" by the Conservation Service under federal farm programs. As may be applicable, Tenant shall be responsible for implementing and following any conservation plan required for the Leased Premises by the United States Department of Agriculture.

5.9 Stock Wells

At the expiration of the lease, all stock wells placed on the Leased Premises by Tenant shall remain and become the property of City; exclusive of pumps, motors and meters.

5.10 Proceeds

Tenant shall retain all proceeds from any farm subsidy program applicable to the raising of crops or livestock on the Leased Premises.

5.11 Hunting

No hunting shall be allowed on the Leased Premises.

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6. SAMPLE LEASE AGREEMENT

Grazing and Agricultural Lease Agreement Basic Terms

Date:

Landlord: **CITY OF SAN ANGELO**, a Texas home rule municipal corporation

Landlord's Address: 72 W. College Avenue, San Angelo, Tom Green County, Texas 76903

Tenant: _____

Tenant's Address: _____, San Angelo, Texas 76904

Home Phone: () _____ Email: _____

Leased Premises: SURFACE ESTATE ONLY of approximately _____ acres of land, situated in San Angelo, Tom Green County, Texas, as described in **Exhibit "A"** ("Leased Premises") attached hereto and being made a part hereof.

Landlord's Reservation of Rights: Landlord reserves the right at any time to execute and deliver valid oil, gas and other mineral leases and valid right-of-way easements for gas, oil, water or sewer pipe lines, roads, telephone, telegraph or electric transmission lines covering Leased Premises or any part thereof. In such event, this Lease shall be subject and subordinate to the rights, terms and privileges of any such oil, gas or other mineral lease or such easements as may have been executed heretofore or hereafter by Landlord. Rent payable under this Lease will be adjusted for any productive acreage damaged by the exercise of any such reserved right.

Effective Date: _____, 2015

Termination Date: December 31, 2025

Permitted Use: Solely for Grazing and Agricultural Use

Initial Payment: Initial Rent Payment due and payable on execution of this Lease, is the sum of _____ Dollars (\$____), which includes: (a) Seventy-Five Dollars (\$75.00) – one time Granting Fee; and (b) _____ Dollars (\$____.00) – Prorated Annual Rent for _____ 1, 2015, thru December 31, 2015.

Annual Rent: Tenant agrees to and shall pay Landlord in the City of San Angelo, Texas, a rent for the Leased Premises, the sum per year as listed below:

_____, 2015 to December 31, 2015 _____ \$ _____

| | |
|---|---------|
| January 1, 2016 to December 31, 2016_____ | \$_____ |
| January 1, 2017 to December 31, 2017_____ | \$_____ |
| January 1, 2018 to December 31, 2018_____ | \$_____ |
| January 1, 2019 to December 31, 2019_____ | \$_____ |
| January 1, 2020 to December 31, 2020_____ | \$_____ |
| January 1, 2021 to December 31, 2021_____ | \$_____ |
| January 1, 2022 to December 31, 2022_____ | \$_____ |
| January 1, 2023 to December 31, 2023_____ | \$_____ |
| January 1, 2024 to December 31, 2024_____ | \$_____ |
| January 1, 2025 to December 31, 2025_____ | \$_____ |

Clauses and Covenants

A. Tenant agrees to—

1. Lease the Premises for the entire Term beginning on the Effective Date and ending on the Termination Date.
2. Obey all laws, ordinances, rules and regulations relating to Tenant's use and maintenance of the Leased Premises, including Code of Ordinances of the City of San Angelo. Any breach of said ordinances, rules or regulations shall be deemed a default of this Lease Agreement, and, at the option of the Landlord, may result in termination of this Lease.
3. Pay in advance the Initial Rent Payment, and on or before **January 1st** of each year during the term of this Lease, the Annual Rent to Landlord at Landlord's Address, 72 W. College, San Angelo, Texas 76903.
4. Pay to Landlord a late charge and interest for any rent received by Landlord after the date that the rent is due in accordance with applicable ordinances and fee schedules, provided however, that acceptance by Landlord of late charges or interest shall not be construed as a waiver of the right of Landlord to terminate this Lease at its option as authorized herein.
5. Pay all taxes on Tenant's property located on the Leased Premises.
6. Leased Premises shall be used by Tenant for grazing, cultivation and uses normally incident thereto, including maintenance as fallow land, and for no other purpose. (hereinafter "Permitted Use") If at any time the Leased Premises and any improvements thereon shall cease to be used for such purpose, Landlord shall have the

right to terminate this Lease by written notice given to Tenant, no less than thirty (30) days prior to the date of termination.

7. At Tenant's sole expense, keep and maintain fences and other improvements now on the Leased Premises in good condition, maintain landscape, and keep said Premises clean and cleared of all objectionable matter, including accumulations of trash, personal property, brush, and accumulations of dead vegetation. In the event Tenant shall fail to maintain Leased Premises in a manner acceptable to Landlord as herein required, after notice of default to Tenant, Landlord may enter upon the Leased Premises without further notice and cause Leased Premises to be cleaned, cleared, and mowed, and may dispose of all objectionable matter in the manner deemed appropriate by Landlord. Tenant expressly authorizes the cost of any such clearing, cleaning, mowing and disposal to be billed to Tenant separately rent or added to the next Annual Rent payment due, interest at the ten percent (10%) per annum, beginning thirty (30) days from the date on which the work was completed, and continuing until such cost is paid in full.

8. Tenant's Permitted Use shall be restricted to use only of the Leased Premises and shall not extend to any other property of the Landlord. Tenant's use of the Leased Premises shall be in compliance with applicable federal, state and local laws and regulations.

9. *Indemnify, Defend, and Hold Harmless Landlord as follows:* **TENANT FURTHER AGREES TO INDEMNIFY DEFEND, AND HOLD HARMLESS, LANDLORD, ITS OFFICERS, AGENTS AND EMPLOYEES, FROM ANY AND ALL CLAIMS (INCLUDING BUT NOT LIMITED TO CLAIMS FOR DEATH, PERSONAL INJURY AND PROPERTY LOSS OR DAMAGE), FAULT, LIABILITIES, DEMANDS, SUITS, CAUSES OF ACTIONS OR PROCEEDINGS OF ANY KIND OR NATURE, FOR LOSSES OR DAMAGES INCLUDING ATTORNEYS' FEES AND COST OF DEFENSE, WHICH THE INDEMNIFIED PARTIES MAY INCUR ARISING OUT OF THE NEGLIGENCE, ERROR, OMISSION, INTENTIONAL ACTS OR OTHER CAUSE, RESULTING DIRECTLY OR INDIRECTLY FROM, OR IN ANY WAY RELATING TO THE EXERCISE BY TENANT OF THE PRIVILEGES CONFERRED BY THIS LEASE.**

THIS INDEMNIFICATION, DEFEND AND HOLD HARMLESS AGREEMENT SHALL SURVIVE THE TERM OF THIS AGREEMENT AS LONG AS ANY LIABILITY COULD BE ASSERTED. NOTHING HEREIN SHALL REQUIRE THE INDEMNIFYING PARTY TO INDEMNIFY, DEFEND OR HOLD HARMLESS ANY INDEMNIFIED PARTY FOR THE INDEMNIFIED PARTY'S OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. Maintain Insurance as follows:

- a. TENANT SHALL OBTAIN AND MAINTAIN CONTINUOUSLY IN EFFECT AT ALL TIMES DURING THE TERM HEREOF, AT TENANT'S SOLE EXPENSE, MINIMUM GENERAL LIABILITY INSURANCE IN THE AMOUNT OF AT LEAST \$100,000.00 COMBINED SINGLE LIMIT LIABILITY PER OCCURRENCE FOR

BODILY INJURY AND PROPERTY DAMAGE. THIS INSURANCE SHALL BE AN OCCURRENCE-TYPE POLICY AND SHALL PROTECT LANDLORD AGAINST LIABILITY WHICH MAY ACCRUE AGAINST LANDLORD BY REASON OF TENANT'S OCCUPANCY OR CONTROL OVER THE LEASED PREMISES, OR WRONGFUL CONDUCT INCIDENT TO THE USE THEREOF, RESULTING FROM ANY ACCIDENT OR EVENT OCCURRING ON OR ABOUT THE LEASED PREMISES. ALL INSURANCE POLICIES REQUIRED HEREIN SHALL BE DRAWN IN THE NAME OF TENANT, WITH LANDLORD, ITS COUNCIL MEMBERS, OFFICIALS, OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES NAMED AS ADDITIONAL INSUREDS.

b. Tenant shall furnish Landlord with certificates of insurance as evidence that all of the policies required herein are in full force and effect and provide the required coverages and limits of insurance. The certificates shall provide that any company issuing an insurance policy shall provide not less than 30-days advance notice in writing of cancellation, non-renewal or material change in the policy of insurance. In addition, Tenant shall immediately provide written notice to Landlord upon receipt of notice of cancellation of an insurance policy, or of a decision to terminate or alter any insurance policy. All certificates of insurance shall clearly state that all applicable requirements have been satisfied including certification that the policies are of the "occurrence" type. Certificates of insurance for Landlord shall be mailed in accordance with the notice provisions of this Lease Agreement.

c. Tenant shall require its insurance carrier, with respect to all insurance policies, to waive all rights of subrogation against the City of San Angelo, its council members, members of boards and commissions officers, officials, agents and employees.

d. The procuring of such policies of insurance shall not be construed to be a limitation upon Tenant's liability or as a full performance of its obligations under the indemnification provisions of this Lease. Tenant's obligations are, notwithstanding said policies of insurance, for the full and total amount of any damage, injury or loss caused by or attributable to its occupation or control over the Leased Premises pursuant to this Lease or any extension thereof.

11. Vacate the Leased Premises on the last day of the Term.

B. Tenant agrees not to—

1. Use the Leased Premises for any purpose other than the Permitted Use, including that:

a. No improvements or construction work, including but not limited to living quarters, buildings, pump houses, water wells, storage buildings, excavations, fills, or other types of structures or improvements shall be built or placed on the Leased Premises.

- b. No storage of personal property shall be permitted on the Leased Premises, including equipment, machinery, vehicles, appliances, temporary electrical wiring, materials, or supplies.
2. Create or allow any nuisance or waste on Leased Premises.
3. Alter the Leased Premises, including:
 - a. Clearing new roads, or locating on Leased Premises any type of manufactured housing or mobile home.
 - b. Removing any trees from Leased Premises without first obtaining permission from Landlord.
4. Allow a lien to be placed on the Leased Premises.
5. Assign this Lease or sublease any portion of the Leased Premises without Landlord's written consent.
6. Hunt on the Leased Premises or allow anyone else to do so. Hunting and fishing are expressly prohibited on any part of the Leased Premises.
7. Litter or leave trash or debris on the Leased Premises.

C. Landlord agrees to—

Lease to Tenant the Leased Premises beginning on the Commencement Date and ending on the Termination Date unless earlier terminated as herein provided, subject to: easements of record, Landlord's Reservation of Rights , and Tenant's compliance with the terms and conditions of this Lease.

D. Landlord agrees not to—

Allow any use of the Leased Premises inconsistent with Tenant's Permitted Use, subject to the Reservation of Rights herein stated, so long as Tenant is not in default.

E. Landlord and Tenant mutually agree to the following:

1. *Rent Adjustment. Landlord and Tenant agree Landlord shall have the right to make an adjustment in the Annual Rent upon any extension or renewal of this Lease.*
2. *Temporary Improvements. Tenant may place temporary improvements on Leased Premises only with the prior, written approval of Landlord. Such improvements shall be for agricultural and grazing purposes only. Temporary improvements for other purposes are prohibited. Nothing shall be constructed, placed, or planted on Leased Premises which will in any way obstruct the natural flow of drainage or of rising water. Temporary improvements shall not include walls or be more than ten (10) feet in height. Tenant shall secure any required permits prior to placement of any temporary*

improvement on the Leased Premises. Temporary improvements shall be constructed in compliance with all applicable codes, laws, rules or regulation. Improvements permitted and erected by Tenant shall be Tenant's property during the Term of this Lease. Prior to termination of this Lease, Tenant shall remove all alterations, additions and improvements erected by Tenant and restore the Leased Premises to its original condition by the Lease Termination Date or upon earlier vacating of the Leased Premises. However, Landlord shall have the right to elect, during the thirty (30) days prior to termination or earlier vacating of the Leased Premises, that any such alterations, additions and improvements shall become the property of Landlord as of the date of termination or upon earlier vacating of the Leased Premises, and that they shall not be removed by Tenant. If any property which is required to be removed is not removed, then Landlord, in addition to all other rights or remedies may, at its election, deem that the property has been abandoned by Tenant to Landlord, but no such election shall relieve Tenant of the cost to remove the property or repair any damage.

3. *Water Usage.* Farm land and grass land areas are leased as a dry land operation. Landlord does not warrant the availability of water. Tenant shall provide and maintain at Tenant's expense any stock watering systems that may be needed. Tenant, subject to approval by Landlord, may utilize and shall maintain existing pumps, tanks, and troughs. No stock water well may be drilled on the property without the prior written approval of Landlord. No monitor wells may be used for water well purposes. No irrigation wells are to be drilled on the Leased Premises.

4. *Farm Subsidy Program.* So long as Tenant is not in default under the terms of this Lease, Tenant shall retain all proceeds from any farm subsidy program applicable to the raising of crops or livestock on the Leased.

5. *Highly Erodible Land.* Portions and possibly all the Leased Premises may be classified as "Highly Erodible" by the Conservation Service under federal farm programs. As may be applicable, Tenant shall be responsible for implementing and following any conservation plan required for the Leased Premises by the United States Department of Agriculture.

6. *Release of Claims.* Tenant expressly releases Landlord, its officials, officers, agents, and employees from any and all claims and damages of any kind whatsoever by reason of the condition of Leased Premises, or any improvements thereon, or any damages or loss incurred by Tenant relating to Tenant's use of the Leased Premises or exercise of the privileges granted hereunder.

7. *Livestock.* Landlord will not be responsible for the death, loss or theft of any livestock from the Leased Premises. Any dead animal must be removed from the Leased Premises within twenty-four (24) hours of death at Tenant's expense. Landlord assumes no liability for the death or injury to any livestock, regardless of cause.

8. *Termination of Lease for Public Purposes.* If Landlord shall deem that Leased Premises are required for any public purpose during the term of this Lease, Landlord shall have the right to terminate this Lease by giving ninety (90) days written notice to Tenant 8. of Landlord's election to terminate the Lease. Tenant shall promptly deliver possession of Leased Premises to Landlord on the effective date of termination.

9. *No Encumbrances.* Tenant shall not have the right to encumber the Leased Premises.

10. *Transfer, Assignment and Subletting.* Tenant may not transfer, assign or sublet the Leased Premises, in whole or in part, without the prior written consent of the Landlord, which consent may be withheld in the sole discretion of Landlord.

11. *Debts Related to Leased Premises.*

a. *Utilities:* Any utility charges relating to Tenant's occupancy, control or use of the Leased Premises shall be paid in full by Tenant when due. Failure to timely pay such charges shall, at the option of Landlord, result in termination of this Lease.

b. *Taxes:* It is further understood and agreed that Tenant shall pay and discharge all taxes, general and special assessments, and other charges of every description which during the term of this Lease may be levied on or assessed against the Leased Premises and all interest therein and all improvements and other property thereon, whether belonging to Landlord or Tenant, or to which either of them may become liable. Tenant shall pay all such taxes, charges, and assessments to the public officer charged with the collection thereof not less than fifteen (15) days before the same shall become delinquent, and Tenant agrees to indemnify and save harmless Landlord from all such taxes, charges and assessments. Failure to pay such taxes and special assessments as provided herein shall, at the option of Landlord, result in termination of this Lease.

12. *Default by Tenant/Events.* The following shall constitute events of default by Tenant:

a. failing to timely pay Annual Rent or any other fee or charge when due under the terms of this Lease Agreement; or,

b. failing to comply within thirty (30) days after written notice with any provision of this Lease Agreement other than failing to timely pay Annual Rent.

13. *Default by Tenant/Landlord's Remedies.* Landlord's remedy for Tenant's default, after compliance with the notice provisions hereof, is to terminate this Lease Agreement by written notice, take possession of the Leased Premises, and seek judicial relief for costs, rents due and such other damages or relief to which Landlord may be entitled. Landlord may enter and take physical possession and control over the Leased Premises on termination of this Lease by self-help, and may prohibit the Tenant in default

or any other person who may be occupying the Leased Premises, from access thereto or the use thereof, and shall not be liable in trespass or for damages therefore.

14. *Default/Waiver/Mitigation.* It is not a waiver of default if the Landlord fails to declare immediately a default or delays in taking any action. Pursuit of any remedy set forth in this Lease does not preclude pursuit of other remedies under this Lease or provided by law.

15. *Reimbursement of Landlord's Expenses.* Tenant shall reimburse Landlord on demand for all of Landlord's expenses, including but not limited to attorney's fees and court costs, incurred in enforcing any of Tenant's obligations under this Lease or in terminating this Lease and retaking physical possession of the Leased Premises on Tenant's default.

16. *Amendment of Lease.* This Lease may be amended only by an instrument in writing signed by Landlord and Tenant.

17. *Disclaimer of Warranties.* ALL WARRANTIES OF LANDLORD THAT MAY ARISE IN COMMON LAW ARE EXCLUDED LANDLORD GIVES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE CONDITION OF THE LEASED PREMISES OR ANY IMPROVEMENTS THEREON, INCLUDING WARRANTY OF HABITABILITY OR FITNESS FOR A PARTICULAR USE. THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE, OR OF ANY OTHER KIND ARISING OUT OF THIS LEASE AGREEMENT, AND THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE EXPRESSLY STATED IN THIS WRITTEN LEASE AGREEMENT.

18. *Notices.* Any notice required or permitted under this Lease must be in writing and delivered to the address for the recipient party. Any notice required by this Lease will be deemed to be delivered (whether actually received or not) on the third day after deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address below. Notice may also be given by personal delivery or commercial courier delivery and will be effective when actually received. Any address for notice may be changed by written notice delivered to the other party as provided herein.

LANDLORD:
City of San Angelo
Real Estate Division
72 W. College Ave.
San Angelo, Texas 76903

TENANT:

San Angelo, Texas 76904

19. *Entire Agreement.* This Lease Agreement constitutes the entire agreement of the parties concerning the lease of the Premises by Landlord to Tenant. There are no representations, warranties, agreements, or promises pertaining to the lease of the Leased Premises by Landlord to Tenant that are not in this Lease Agreement.

[Signature Page to Follow]

EXECUTED in duplicate originals the _____ day of _____, 2014.

TENANT:

LANDLORD:
CITY OF SAN ANGELO

Attest:

Bryan Kendrick, Interim City Clerk

By: _____
Daniel Valenzuela, City Manager

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by
_____.

Notary Public, State of Texas

STATE OF TEXAS §
COUNTY OF TOM GREEN §

This instrument was acknowledged before me on the _____ day of _____,
2015, by **DANIEL VALENZUELA**, as City Manager of the **CITY OF SAN ANGELO**, a Texas
municipal corporation, on behalf of said corporation by authority of its governing body.

Notary Public, State of Texas

Insurance Addendum to Lease

Lease Agreement

Date: January ____, 2015

Landlord: City of San Angelo, a home rule municipal corporation

Tenants: __

This insurance addendum is part of the Lease.

Tenant agrees to—

1. Maintain the liability insurance policies required below (mark applicable boxes) during the Term and any period before or after the Term when Tenant is present on the Leased Premises:

| Type of Insurance | Minimum Policy Limit | |
|--|----------------------|--------------|
| <input type="checkbox"/> Commercial General Liability or equivalent Farm/Ranch Liability | Per occurrence: | \$100,000.00 |
| | Aggregate: | \$100,000.00 |

2. Comply with the following additional insurance requirements:

- a. All liability policies must be endorsed to name Landlord as an “additional insured” on a form that does not exclude coverage for the sole or contributory ordinary negligence of Landlord and must not be endorsed to exclude the sole negligence of Landlord from the definition of “insured contract.”
- b. Certificates of insurance and copies of any additional insured and waiver of subrogation endorsements must be delivered by Tenant to Landlord before entering the Leased Premises and thereafter at least ten days before the expiration of the policies.

[End of Insurance Addendum]

EXHIBIT “A”

Description of Leased Premises



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

7. PROPOSAL FORMS

7.1. Copies

Please include in the sealed bid envelope:

- One (1) signed unbound original of all required bid forms. Paper or binder clips are acceptable
- One stapled copy of all required bid forms
- One PDF copy of all required bid forms on CD or USB Storage Drive

7.2. Format

Please submit all bid documents in the order as reflected below:

- Bid Sheet (Required)
- Conflict of Interest Questionnaire (if applicable)
- Debarment and Suspension Certification (Required)

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CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

Bid Sheet

PROPERTY DESCRIPTION: City Farm Land, Approximately 310.12 Acres. Bid amount is the lease fee for the first year of the lease.

Bid Amount

\$

BID SECURITY: \$500.00

Money Order / Certified Check

INCLUDED

#

YES

NO

OFFER(S) / BID(S) THAT DO NOT INCLUDE A BID SECURITY OF \$500.00 WILL NOT BE CONSIDERED.

NOTE: CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS. Bids which are not signed, dated or bids which do not comply with all of bid requirements herein, may be considered non-responsive and rejected.

Print Name: _____

Mailing Address: _____

City, State Zip Code: _____

Bidder's Signature: _____

Title: _____ **Date:** _____

Telephone: _____ **FAX:** _____

Email: _____

This form must be returned with the bid

Intentionally Left Blank



CITY OF SAN ANGELO
PURCHASING DEPARTMENT
72 West College Avenue, San Angelo, Texas 76903
Tel: (325) 657-4219 or 657-4220

NOTICE TO BIDDERS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local governmental entity make certain disclosures concerning any affiliation or business relationship that might cause a conflict of interest with the local governmental entity. The provisions of Chapter 176 and the Form CIQ questionnaire that you must complete, if applicable, to comply with this new law, are available and explained in more detail at the Texas Ethics Commission website at http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm.

A current list of City of San Angelo and City of San Angelo Development Corporation officers is available in the office of the City of San Angelo City Clerk, Room 201 of City Hall or on the City's website at <http://sanangelotexas.org>. If you are considering doing business with the City of San Angelo or the City of San Angelo Development Corporation and have an affiliation or business relationship that requires you to submit a completed Form CIQ, it must be filed with the records administrator (City Clerk) of the City of San Angelo not later than the 7th business day after the date you become aware of facts that require the form to be filed. See Section 176.006, Texas Local Government Code. It is a Class C misdemeanor to violate this provision.

By Submitting a response to a City of San Angelo or City of San Angelo Development Corporation Request for Proposals, Request for Bids, or Request for Qualifications or by conducting business with either of those two entities, you are representing that you are in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

Roger S. Banks
Purchasing Division

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Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

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

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

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

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

OFFICE USE ONLY

Date Received

1. Name of person doing business with local governmental entity.

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

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

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

Name of Officer

This section, (item 3 including subparts A, B, C & D, must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4.

Signature of person doing business with the governmental entity

Date

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO
As defined by Chapter 176 of the Texas Local Government Code
(Revised 8/6/13)

For purposes of completion of the required Conflict of Interest Questionnaire for the City of San Angelo (required by all Vendors who submit bids/proposals), Local Government Officers are:

City of San Angelo City Council:

Mayor: Dwain Morrison, Mayor

Councilmembers: Rodney Fleming, SMD 1
Marty Self, SMD 2
Johnny Silvas, SMD 3
Don Vardeman, SMD 4
Elizabeth Grindstaff, SMD5
Charlotte Farmer, SMD 6

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Scott Tankersley, President
John Edward Bariou, Jr. - First Vice President
Tony Villarreal - Second Vice President
Daniel Anderson - Director
Richard Crisp - Director
Tommy Hiebert - Director
Pedro Ramirez – Director

Executive Director: Roland Peña

Debarment and Suspension Certification

- (1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name: _____

By: _____
Printed Name and Title of Authorized Representative

Title

Signature of Authorized Representative

Date

This form must be returned with the bid

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the determination whether to enter into this transaction. However, failure of the prospective participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the City of San Angelo determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available, the City of San Angelo may terminate this transaction for cause.
4. The prospective participant shall provide immediate written notice to the City of San Angelo to which this proposal is submitted if at any time the prospective participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549(13 CFR Part 145). You may contact the City of San Angelo for assistance in obtaining a copy of these regulations.
6. The prospective participant agrees by submitting this proposal that, should the proposed transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the City of San Angelo.
7. The prospective participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment And Suspension" provided by the City of San Angelo, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the City of San Angelo, the City of San Angelo may terminate this transaction for cause

###

WILSON LAND SURVEYING, INC.

LICENSED STATE & REGISTERED PROFESSIONAL LAND SURVEYORS
PHONE 325/653-3916 * FAX 325/655-1895
P.O. BOX 3326-ZIP 76902
1514 W. BEAUREGARD AVE.

WM. C. WILSON, JR.
R.P.L.S., L.S.L.S.

SAN ANGELO, TEXAS 76901

THOMAS J. HOUSTON
R.P.L.S., L.S.L.S.,
B.S.S

Williams
to
City of San Angelo

Description
310.12 Acres

Being 310.12 acres of land out of German Emigration Survey 351, Abstract 314; Survey 352, Abstract 315; Survey 353, Abstract 303; and W. Nicholas Survey 352 1/2, Abstract 7949 all in Tom Green County, Texas and also being part of that "330.7 Ac." tract described in Deed from Mrs. Carrie Williams, et al to J. Eldon Williams dated January 3, 1944 and recorded in Volume 224 at page 620 of the Deed Records of Tom Green County, Texas. Said 310.12 acres being described by metes and bounds as follows:

Beginning at a point in or near the centerline of Douglas Loop for the N.E. corner of said "330.7 Ac." tract and the N.E. corner of this tract from which a 5/8" iron rod with plastic cap marked "RPLS 4261" set on the North side of a corner post bears S.0°37'48"E. 20.88 feet.

Thence with the East line of said "330.7 Ac." tract and along or near a fence on the West side of Chandler Road, S.0°37'48"E. 1201.09 feet to a 1" iron pipe found on the N.W. side of a corner post for a S.E. corner of said "330.7 Ac." tract and the N.E. corner of Lot 31, Concho East Estates Subdivision as recorded in Cabinet B at Slide 115 of the Plat Records of Tom Green County, Texas.

Thence with a South line of said "330.7 Ac." tract, a North line of said Concho East Estates Subdivision and along or near a fence, N.88°39'09"W. 1258.37 feet to a 5/8" iron rod with plastic cap marked "RPLS 4261" set in the position of a bent 1" iron pipe found for the N.W. corner of said subdivision and an ell corner of said "330.7 Ac." tract.

Thence with an East line of said "330.7 Ac." tract, the West line of said subdivision and along or near a fence, S.0°20'25"W., at 1474.75 feet a found 1" iron pipe, at 3184.80 feet a found 1" iron pipe, in all 4563.49 feet to a point on the North bank of the Concho River for the S.E. corner of said "330.7 Ac." tract and the S.E. corner of this tract.

Thence with said North bank of the Concho River and its meanders, S.39°48'37"W. 50.86 feet; S.34°42'13"W. 260.30 feet;
S.36°09'03"W. 171.38 feet; S.27°09'31"W. 264.86 feet;
S.28°48'30"W. 228.23 feet; S.12°39'12"W. 113.32 feet;

N.87°46'14"E. 12.00 feet; S.1°07'51"W. 33.83 feet;
S.12°12'35"E. 166.47 feet; S.26°18'10"W. 91.97 feet;
S.73°39'51"W. 277.24 feet; N.65°27'58"W. 142.08 feet;
N.66°03'50"W. 315.05 feet; N.68°48'30"W. 255.04 feet;
N.63°01'50"W. 311.34 feet; N.77°56'11"W. 148.64 feet;
S.87°57'34"W. 157.78 feet; N.39°36'48"W. 153.81 feet;
N.4°53'39"W. 154.09 feet; N.73°10'18"E. 66.70 feet;
N.4°56'22"E. 88.35 feet; N.37°03'33"W. 68.72 feet;
N.62°48'59"W. 118.63 feet; N.73°02'22"W. 233.89 feet;
N.78°09'51"W. 213.01 feet; and S.84°13'25"W. 317.82 feet to a point
for the S.W. corner of said "330.7 Ac." tract, the S.W. corner of
this tract and a S.E. corner of that "260.8 Ac." tract described in
Deed from John Carl McGlothlin to Wilma Faye Crownover dated July 1,
1987 and recorded in Volume 34 at page 290 of the Official Public
Records of Real Property of Tom Green County, Texas.

Thence with a common line between said "330.7 Ac." and "260.8 Ac."
tracts, N.0°30'56"E. 87.04 feet to a point for corner from which a
3/8" spike set at a corner post bears N.58°30'46"W. 9.05 feet and
continuing N.80°30'56"E. 124.45 feet to a point for corner.

Thence continuing with said common line between said "330.7 Ac."
and "260.8 Ac." tracts, N.55°59'56"E., at 38.24 feet a 3/8" spike
set at corner post and continuing along or near a fence, a total
distance of 1054.17 feet to a fence angle post.

Thence continuing with said common line between said "330.7 Ac."
and "260.8 Ac." tracts and along or near a fence, N.87°19'33"E.
203.45 feet and N.0°19'35"E. 571.73 feet to a found 4" iron pipe
corner post.

Thence continuing with said common line between said "330.7 Ac."
and "260.8 Ac." tracts and along or near a fence, N.73°37'03"W.
113.82 feet to a 4" iron pipe corner post, N.0°09'57"W. 2403.72
feet to a 4" iron pipe corner post, S.75°21'41"W 309.75 feet to a
3" iron pipe corner post and N.0°42'07"W. 1113.89 feet to a point
for a N.W. corner of said "330.7 Ac." tract and a N.E. corner of
said "260.8 Ac." tract from which a 5/8" iron rod with plastic cap
marked "RPLS 4261" set on the North side of a fence corner post on
the South side of Douglas Loop bears N.0°42'07"W. 14.01 feet.

Thence with a North line of said "330.7 Ac." tract, S.89°42'07"E.
210.23 feet to a point for corner.

Thence along or near the South line of Douglas Loop, S.85°53'36"E.
448.67 feet to a 5/8" iron rod with plastic cap marked "RPLS 4261"
set on the South side of a corner post.

Thence along or near a fence on the East side of Douglas Loop,
N.3°09'45"E. 186.55 feet to a 3" iron pipe corner post found in the
South line of that "21.66 Ac." tract described in Deed from J.
Eldon Williams, et ux to A & B Farm dated April 12, 1974 and
recorded in Volume 613 at page 149 of said Deed Records from which

a point for the S.W. corner of said "21.66 Ac." tract bears N.89°18'13"W. 18.99 feet.

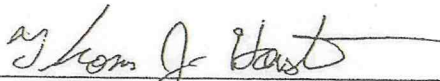
Thence with the South line of said "21.66 Ac." tract and along or near a fence, S.89°18'13"E. 627.12 feet to a 3" iron pipe corner post found for the fenced S.E. corner of said "21.66 Ac." tract.

Thence with the fenced East line of said "21.66 Ac." tract, N.11°46'07"E. 582.61 feet to a 3" iron pipe corner post, N.59°39'11"E. 306.47 feet to a 3" iron pipe corner post and N.8°18'23"E., at 397.90 feet a 5/8" rebar found at a corner post on the South side of Douglas Loop, at total distance of 420.12 feet to a point in Douglas Loop in the North line of said "330.7 Ac." tract for the N.E. corner of said "21.66 Ac." tract and a N.W. corner of this tract.

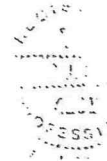
Thence with the North line of said "330.7 Ac." tract and near the center of Douglas Loop, S.89°18'19"E. 1726.93 feet to the place of beginning and containing 310.12 acres of land including 0.87 acre in Douglas Loop.

NOTE: Courses and distances recited herein are of the Texas Coordinate System of 1927 - Central Zone.

Surveyed on the ground January 11 thru 21, 2005.



Thomas J. Houston
Registered Professional Land Surveyor No. 4261



ALSO SEE ACCOMPANYING DESCRIPTIONS AND PLAT (850/31)

D:\WP51\WORK\WMSCA.DOC



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Eye alt 9850 ft

South Douglas Loop

McGraw Road

Stegman Road
Glander Road

© 2007 Tele Atlas
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Streaming 94%

Pointer 31° 32' 28.05" N 100° 14' 18.78" W elev 1747 ft

