

\$15.00

CITY OF SAN ANGELO REQUEST FOR PROPOSALS

Real Estate

**17.58± Acres at 4751 West Houston Harte
Expressway**

RFP No. RE-03-17



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

Submittal Deadline
July 13, 2017/2:00 PM, Local Time

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INVITATION TO BUYERS

General

The City of San Angelo Real Estate Division is issuing a request for proposals (RFP) for the purchase and commercial development of a 17.581 acre parcel of vacant land located within the corporate limits of the City of San Angelo, Tom Green County, Texas, generally located at or about 4751 West Houston Harte Expressway. It is located in the heart of the primary growth direction of San Angelo, within an area bound by Southwest Boulevard, Sherwood Way, Sunset Drive, and frontage along Houston Harte Expressway. This property is in a GENERAL COMMERCIAL (CG) zoning district.

The property is more particularly described as:

The surface estate only RED ARROYO HILLS ADDITION, Replat of Section 9-A, Block 2, Lot 9D, City of San Angelo, Tom Green County, Texas, according to the map or plat recorded in Plat Cabinet G, Slide 39, Plat Records, Tom Green County, Texas

The City of San Angelo is interested in selling the surface estate only of the described parcel of land, to an entity with experience in commercial real estate for commercial development.

Disqualification

Disqualification may occur for any of the following reasons:

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

Confidentiality

All proposals 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.

Document Availability

Proposal Documents are available in the Purchasing Division or may be downloaded from the City's website at www.cosatx.us. To locate the documents on the website go to:

- Proposal Information > RFP: RE-03-17/ 17.58± Acres at 4751 West Houston Harte Expressway

Digital Format

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

Required Response

The City requires a response to any RFP notifications mailed to potential buyers. Should a company choose not to bid on the project, then in order to remain on the City of San Angelo's potential buyers list a "No Bid Reply" form must be submitted.

Deadline and Delivery Location

Sealed RFP submittals must be received no later than **July 13, 2017, 2:00 PM, Local Time**. The clock located in Purchasing will be the official time. Responses not received on time will be rejected.

It is the sole responsibility of the buyer to ensure that the sealed RFP submittal arrives in the Purchasing Office by the specified deadline, regardless of method chosen by the firm for delivery.

Faxed or electronically submitted responses will not be accepted.



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

Copies

Submit: One (1) unbound original (binder clips acceptable), two (2) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required proposal forms.

Delivery Addresses

City of San Angelo
Purchasing Division, RFP: RE-03-17
72 W. College Ave., Suite 330
San Angelo, Texas 76903

Mark Sealed Proposal Envelope: "RFP NO. RE-03-17/ 17.58± Acres at 4751 West Houston Harte Expressway"

Addenda

Should specifications be revised prior to the deadline for submission of the proposal, the City's Purchasing Division will issue an addendum addressing the nature of the change and post it on the City's website. Buyers should **acknowledge any addenda and return the form with their proposal package**. Buyer is responsible for checking the City's website to determine if any addenda have been issued prior to submitting a response. Failure to consider all addenda will be at the buyer's risk.

Award of Contract

The City reserves the right to accept or reject any or all proposals, and to waive any informalities or irregularities in the RFP process. The City is an equal opportunity employer.

The City will select the most highly qualified buyer(s) of the requested services based on all evaluation factors and then attempt to negotiate a contract.

Acceptance of Proposal Content

Before submitting a proposal, each buyer 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 buyer receives an offer because of its proposal, failure to have made such investigation and examinations will in no way relieve the buyer from its obligation to comply in every detail with all provisions and requirements.

Equal Employment Opportunity

Attention of buyers to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, color religion, sex, national origin, age, or disability.

Rejection of Proposals

The City of San Angelo reserves the right to reject all responses, to waive informalities or irregularities, and to reject non-conforming, non-responsive, or conditional responses.

Points of Contact

Candice Blake, Specialist
Purchasing Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903
sapurch@cosatx.us
(325) 657-4219

Cynthia Preas, Manager
Real Estate Division
City of San Angelo
72 W. College Ave.
San Angelo, Texas 76903



1. INSTRUCTIONS TO BUYERS

1.1. Proposal/Bid Interpretation

Any explanation desired by a buyer regarding the meaning or interpretation of the invitation, drawings, specifications, etc. must be requested **by email to sapurch@cosatx.us** no later than five (5) business days prior to the submission due date to allow sufficient time for response. 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.

1.2. Specifications

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

1.3. Sale "As Is"

Property will be sold "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.

1.4. Access to Property

The buyer will be responsible for access to the property to include construction of roadways.

1.5. Bid Security/Earnest Money

All responses shall include a bid security in the amount of **\$5,000.00**, which will be applied toward the purchase price. Only Money Orders and Certified Checks are accepted; and are to be made out to the **City of San Angelo**. The bid securities will be deposited within 24-hours of proposal submission and a new check from the City will be issued to unsuccessful buyers within thirty (30) business days of the City Council award of proposal.

1.6. Default in Purchase

If buyer is awarded the proposal and fails to purchase the property, buyer agrees to forfeit the security amount in addition to any amount required by the sales contract to the City of San Angelo.

1.7. Commissions

Should a buyer solicit representation from a Real Estate Licensee (Agent), the buyer will be responsible for payment of commissions. In no event shall City be responsible for payment of any commissions.

1.8. Execution of Real Estate Purchase Agreement

Within ten (10) business days of awarding the proposal by the City Council, buyer will execute a Real Estate Purchase Agreement in substantially form which attached hereto, on terms to be negotiated. Failure to do so will result in forfeiture of the bid security.

1.9. 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.

1.10. Authorized Signature

Proposals must show buyer's name, address, and be manually signed. The person signing the proposal must have authority to execute contract. Any erasures or other changes must be initialed by the person signing the offer.

1.11. Modification or Withdrawal of Proposals

Proposal pricing **CANNOT** be altered or amended after the closing time. Proposals may be modified or withdrawn prior to the closing hour and date by written notice to the Purchasing Division. A proposal may also be withdrawn in person by a buyer or its authorized agent, provided its identity is made known and it signs a receipt for the proposal. No proposal may be withdrawn after the closing time and date without acceptable reason in writing and with approval of the Purchasing Division.



1.12. Restrictions on Communication

- A. Respondents shall not communicate with: 1) elected City officials and their staff regarding the RFP or from the time the RFP has been released until the contract is posted as a City Council agenda item; and 2) City employees from the time the RFP has been released until the contract is awarded. These restrictions extend to "thank you" letters, phone calls, emails and any contact that results in the direct or indirect discussion of the RFP and/or Proposal submitted by Respondent. Violation of this provision by Respondent and/or its agent may lead to disqualification of Respondent's proposal from consideration.

Exceptions to the Restrictions on Communication with City employees include:

1. Private (non-business) contacts with the City by the Respondent's employees acting in their personal capacity;
2. Casual social contacts that do not include mention of the RFP;
3. Respondents may submit written questions concerning this RFP to the email listed below up to a week prior to submission due date. Questions received after the stated deadline will not be answered.

It is required that all questions be sent by email to sapurch@cosatx.us. Please ensure the RFP Number and Title is in the Subject Line. Questions submitted and the City's responses will be published in the form of an addendum to the City's web site at www.cosatx.us. Respondent is responsible for calling the City or reviewing the website to determine if any addenda have been issued prior to their submittal. Only questions answered by formal addenda will be binding;

4. Respondents may provide responses to questions asked of them after responses are received and opened. During interviews, if any, verbal questions and explanations will be permitted. If interviews are conducted, Respondents shall not bring lobbyists. All cost associated with interviews will be at the Respondents' expense. The City reserves the right to exclude any persons from interviews as it deems in its best interests;
 5. Upon completion of the evaluation process, Respondents shall receive a notification letter indicating the recommended firm and anticipated City Council agenda date. Respondents desiring a review of the solicitation process may submit a written request no later than five (5) calendar days from the date the letter was sent. The letter will indicate the name and address for submission of requests for review.
- B. The City reserves the right to accept or reject any or all submissions, and to waive any informalities or irregularities in the RFP process.
- C. The City reserves the right to contact any Respondent to negotiate if such is deemed desirable by City. Such negotiations initiated by City staff persons, shall not be considered a violation by Respondent of this section.

1.13. Contingency

No contingency contracts will be accepted.

1.14. Delivery Date

Delivery of property shall occur as recognized in the sales contract and subject to approval by City Council.

1.15. Reservations

The City expressly reserves the right to accept, reject, or cancel all proposals AND:

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



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- Extend any contract when most advantageous to the City.

1.16. Submission of Proposals

Sealed proposals are to be returned by the closing time and date stated in the Deadlines and Delivery Location Section. Faxed or emailed proposals will not be accepted.

1.17. Closing Time & Date

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

1.18. Late Proposals

Proposals received after the advertised closing time and date regardless of the mode of delivery, will be refused and returned unopened.

1.19. Acceptance

Acceptance of buyer's offer will be notified by telephone and/or mail after final approval and acceptance of its offer by the San Angelo City Council.



2. TERMS AND CONDITIONS

2.1. Title

Tile shall not pass to buyer until the City Special Warranty Deed is fully executed and sales price is paid to the City in full.

2.2. Title Policy

City will provide a Texas Owner's Title Policy at the City's expense.

2.3. Utilities

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

2.4. Invoices & Payments

This sale is a cash sale, closed at a local title company. The City will not carry a note on this property.

2.5. Gratuities

The City may, by written notice to the buyer, cancel this contract without liability to buyer if it is determined by City that gratuities were offered from an agent or representative of the buyer 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 performing of such contract. In the event this contract is canceled by City, remedies to recover or withhold the amount of the cost shall be incurred by buyer in providing such gratuities.

2.6. Warranty-Price

The buyer 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 selling agencies maintained by the buyer for the purpose of securing business. 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 fee.

2.7. No Warranty By City Against Infringements

The City does not make any warranties or guaranties, expressed or otherwise, except as provided for in the sales contract.

2.8. Right of Inspection

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

2.9. Cancellation

Any cancellation sales contract shall be in accordance with the terms herein and the sales contract.

2.10. Assignment-Delegation

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

2.11. Waiver

No claim or right arising out of a breach of sales contract 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.

2.12. Modifications

This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

2.13. Applicable Law

This agreement shall be governed by the all applicable laws.



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2.14. Legal Venue

Venue shall be in Tom Green County, Texas.

2.15. Advertising

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

2.16. Conflict of Interest

Buyer 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. Buyer agrees to maintain current, updated disclosure of information on file with the Purchasing Division throughout the term of the sales contract, as applicable.

2.17. Award Criteria

The proposal will be awarded to the buyer who submits the proposal that offers the best value based on the published selection criteria and its ranking evaluation. Final approval and acceptance rests with the City Council.



3. SCOPE OF SERVICES REQUESTED

3.1. General

The City of San Angelo Real Estate Division is issuing a request for proposals for the purchase and commercial development of a 17.581 acre irregularly shaped parcel of vacant land with about 304 feet of frontage along the east side of the Houston Harte Expressway access road located within the corporate limits of the City of San Angelo, Tom Green County, Texas, described as RED ARROYO HILLS ADDITION, Replat of Section 9-A, Block 2, Lot 9D, generally located at or about 4751 West Houston Harte Expressway, within an area bound by Southwest Boulevard, Sherwood Way, Sunset Drive, and frontage along Houston Harte Expressway. This property is in a GENERAL COMMERCIAL (CG) zoning district, in the heart of the primary growth direction of the City of San Angelo.

The City of San Angelo is interested in selling the surface estate only of the described parcel of land, subject to:

- (1) reservation of all of the oil, gas, and other minerals in, on, under, and that may be produced from the Property, with the provision that Grantor shall not extract any oil, gas, or other minerals by open pit strip mining, or other surface removal methods except as may be done from adjacent Property;
- (2) all easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other recorded instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; and any discrepancies, conflicts, or shortages in area or boundary lines
- (3) Excepting from this conveyance all of the groundwater from said Property, and expressly reserving unto Grantor and Grantor's successors and assigns forever all of the water rights associated with the Property, including the exclusive right of drilling, producing, saving, storing, transporting, selling, leasing and owning groundwater from the Property

The City of San Angelo is interested in entering into a real estate purchase agreement with a buyer that can provide the desired development with the unimproved land. The proposal will be awarded to the buyer who submits the proposal that offers the best value based on the published selection criteria and its ranking evaluation.

3.2. Environmental Assessment

Buyer has the right to conduct environmental assessments of the property. City will provide, or will designate a person with knowledge of the use and condition of the property to provide, information requested by buyer or buyer's agent or representative regarding the use and condition of the property during the period of City's ownership of the property. City will cooperate with buyer in obtaining and providing to buyer or its agent or representative information regarding the property

3.3. Special Provisions

3.3.1. Specifications

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

3.3.2. Sale "As is"

Property will be sold "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.



4. PROPOSAL FORMAT

Proposals shall be submitted in the following format with each element requested and/or form furnished as specified to facilitate evaluation of the proposals. The detailed requirements in this RFP are **mandatory**.

FAILURE TO ADHERE TO THE REQUIRED FORMAT MAY BE CAUSE FOR REJECTION OF PROPOSAL.

Section 1: Letter of Intent (1 page maximum)

A letter of intent must be submitted with a buyer's proposal. The letter must include:

- A statement that the buyer understands the development requirements by the Request for Proposal with the responsible parties, goals of the project, and general description.
- A statement that the buyer can and will furnish the required services in full compliance to the terms, conditions, and specifications set forth in this RFP within the designated time frames.
- A statement of the buyer's status (i.e. corporation, partnership, other), and its affiliation with any other corporation or firm along with the names of the person(s) authorized to make representations on behalf of the buyer, binding the firm to a contract.
- The name under which business will be conducted with the name and phone number of the primary contact person. An authorize officer of the entity must sign the letter.

Section 2: Table of Contents

The table of contents must indicate the material included in the proposal and should mirror this section of the City's Request for Proposals and must include all items set forth in this section of the RFP.

Section 3: Management and Participating Development Personnel (7 page maximum)

Provide a profile or resume of pertinent personnel that would be assigned to the project with a brief narrative highlighting relative experience.

Section 4: Proposed Development Plan (15 page maximum)

The development plan must describe and illustrate the proposed development of the property. The development plan must contain the following information:

- a. Site Plan
- b. Area Use(s)
- c. Perspective sketches
- d. Development schedule and phasing plan for the project

Section 5: Estimated time of completion (2 page maximum, to include chart/timeline)

Include a project time line from start to finish with an estimated start date.

Section 6: Offer to the City of San Angelo (1 page maximum, plus draft development agreement)

Provide the offer on a separate page and include the price and terms proposed for a potential development agreement to cover all phases of the project.

Section 7: Proof of Financials

Provide a statement of financial capability to purchase this property and complete the proposed development

Section 8: Certificates of Insurance

Include copies of current Certificates of Insurance maintained by the firm, including General Liability and Errors and Omissions. Insurance requirements will be finalized during negotiations.

Section 9: References

Provide contact information of five (5) references for which you have provided related services. Include in the listing a brief description of the service(s) provided and how they relate to this project.



5. SELECTION PROCESS

The City will evaluate and rank the proposals in relation to the published selection criteria within 45 days after the opening at which time the following may occur:

1. The City may invite the highest ranked respondent(s) for an interview with members of the City at the respondents' own expense. The City shall not incur any costs for respondent preparation and/or submission of response.
2. Should an interview be requested, respondents should be prepared for up to 30 minutes of presentation and 30 minutes of questions and answers.
3. The City reserves the right to revise the request and then request "Best and Final Offers" from the top candidates following the initial evaluation.
4. The City then will select the proposal that offers the best value based on the published selection criteria and its ranking evaluation.
5. Following the selection, the contract negotiation process begins and the City will negotiate first with the highest ranked offer. At this stage, the City may discuss modifications to the proposed scope, time and price. Modifications are not required, and if they are discussed but not agreed to by the City and the respondent, a final contract may still be negotiated and agreed upon based on the original response to the RFP. If the two parties are unable to reach a final agreement, the City will inform that respondent in writing that negotiations are ended.
6. The City may then negotiate with the next ranked respondent. This continues in the order of the selection ranking until a contract is reached or all proposals are rejected.

5.1. Evaluation Criteria

All proposals will be evaluated and scored by an evaluation committee that will score each proposal based upon the following criteria and weighting as detailed below.

- **Economic Impact (30%)**

Buyer shall provide a description of the potential economic impact to be obtained through site development.

- **Development Plan (25%)**

Buyer shall provide a detailed proposed development plan and terms proposed for a purchase and sales agreement and development agreement to cover all phases of the project.

- **Financial Contribution (20%)**

Buyer shall provide the price willing to pay for the land.

- **Reputation/Experience (20%)**

Buyer shall provide a list of references for similar projects, including the identification of the owner and contact information, a description of the project, and any relevant information regarding the similarities of past projects not otherwise readily apparent. All references shall be for work completed in the last five (5) years. Additionally, buyer should identify whether any projects identified herein resulted in claims, litigation, or arbitration.

- **Experience with Projects in the City of San Angelo Area (within 150 mile Radius) (5%)**

Buyer shall provide a list of references for similar projects completed in the general area of the City of San Angelo, including the identification of the owner and contact information, a description of the project, and any relevant information regarding the similarities of past projects not otherwise readily apparent. All references shall be for work completed in the last five (5) years. Additionally, buyer should identify whether any projects identified herein resulted in claims, litigation, or arbitration.



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6. ATTACHMENTS

- Property Fact Sheet
- Environmental Study 1993
- Environmental Study 2002



7. NO BID REPLY

For RE-03-17 / 17.58± Acres at 4751 West Houston Harte Expressway

If for any reason, you are not submitting a bid/proposal, please check one or more reasons below and return the form to us either by mail or by email to sapurch@cosatx.us in order to remain in our database for these types of products or services.

By providing us this information, we hope to improve future request packages that will elicit your participation.

===== # # # =====

PLEASE PRINT

We wish to: ☐ **Remain On**
☐ **Be Deleted From** the list of buyers for the City of San Angelo.

A. We hereby submit a "No Bid" because:

- ☐ 1. We are not interested in selling through the bid process.
- ☐ 2. We are unable to prepare the bid form in time to meet the due date.
- ☐ 3. We do not wish to bid under the terms and conditions of the Request for Bid/Proposal. OBJECTIONS: _____

- ☐ 4. We do not feel we can be competitive.
- ☐ 5. We cannot submit a bid because of the marketing or franchising policies of the manufacturing company.
- ☐ 6. We do not wish to sell to the City of San Angelo. OBJECTIONS: _____

- ☐ 7. We do not sell the items or provide the services requested.
- ☐ 8. Other: _____

Firm _____

Signed _____

Date _____

Thank you for your assistance!



8. SUBMISSION FORMS

Copies

Submit: One (1) unbound original (binder clips acceptable, two (2) bound copies (binders, staples or binder clips are acceptable), and one (1) copy in PDF format on USB Flash Drive of all required proposal forms.

Please submit all proposal forms in the following order:

- ☐ Bid Security (\$5,000.00)
- ☐ Authorized Signature/Contact Information with W-9
- ☐ Addendum Acknowledgment Form
- ☐ Disclosure of Certain Relationships Form
- ☐ Debarment and Suspension Certification
- ☐ Local Preference Consideration Application
- ☐ List of References
- ☐ Sample Real Estate Purchase Agreement

*At council award, one notarized, original of the Texas Ethics Commission Interested Parties Disclosure Form 1295 completed online at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm will be required.

In submitting its proposal, buyer certifies that it has not lobbied the City or its officials, managers, employees, consultants, or contractors in such a manner as to influence or to attempt to influence the bidding process. In the event it reasonably appears that the buyer influenced or attempted to influence the bidding process, the City may, in its discretion, reject the proposal.

Submit all forms beyond this point.



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Tel: (325) 657-4219

Authorized Signature/Contact Information

Firm Name: _____

Mailing Address: _____

City, State Zip Code: _____

Authorized Signature: _____

Print Name: _____ Date: _____

Tax ID/SS #: _____

Payment Terms: _____

Telephone: _____ FAX: _____

Email: _____

Proposals which are not signed and dated or proposals which do not comply with all of proposal requirements herein, may be considered non-responsive and may be rejected.



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

Addendum Acknowledgement

Receipt is hereby acknowledged of the following addenda to the Contract documents.

Addendum No. 1 dated _____	Received _____
Addendum No. 2 dated _____	Received _____
Addendum No. 3 dated _____	Received _____

Company Name

Signature

Printed Name

Title

Address

City, State Zip Code



CITY OF SAN ANGELO
PURCHASING DIVISION
72 West College Avenue, San Angelo, Texas 76903
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Disclosure of Certain Relationships

NOTICE TO BUYERS

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any buyer 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 https://www.ethics.state.tx.us/filinginfo/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://cosatx.us>. 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 Bid 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.

Purchasing Manager

LOCAL GOVERNMENT OFFICERS OF THE CITY OF SAN ANGELO **As defined by Chapter 176 of the Texas Local Government Code** **(Revised 05/16/17)**

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

City of San Angelo City Council:

Mayor: Brenda Gunter, Mayor

Councilmembers: Tommy Hiebert, SMD 1
Tom Thompson, SMD 2
Harry Thomas, SMD 3
Lucy Gonzales, SMD 4
Lane Carter, SMD5
Charlotte Farmer, SMD 6 (Mayor Pro Tem)

City Manager: Daniel Valenzuela

City of San Angelo Development Corporation officers are:

Edward Carrasco - President
Juan Flores - First Vice President
Todd R. Kolls - Second Vice President
Scott Tankersley - Director
Tommy Hiebert - Director
Richard Crisp - Director
John Edward Bariou, Jr. – Director

Executive Director: Roland Peña



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date



CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.



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

Sample Real Estate Purchase Agreement

SAMPLE

Real Estate Purchase Agreement

This Agreement to buy and sell real property (Agreement) is between Seller and Buyer as identified below and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as Parties to this Agreement and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in section A.1. for this Agreement to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller(s): CITY OF SAN ANGELO, a Texas home rule municipal corporation

Address: 72 W. College Ave., San Angelo, Tom Green County, Texas 76903

Phone: (325) 657-4407 **Fax:** (325) 481-2695

Email: cynthia.preas@cosatx.us

Buyer:

Address:

Phone:

Email:

Buyer's Attorney: _____

Buyer's Broker: _____

Property: The surface estate only in Lot 9-A, Block 2, Section 9-A, RED ARROYO HILLS ADDITION, City of San Angelo, Tom Green County, Texas, according to the map or plat recorded in Plat Cabinet G, Slide 39, Plat Records, Tom Green County, Texas, commonly known as 4751 Houston Harte Expressway, (referred to in this Contract as the "Property"), together with all and singular the rights and appurtenances pertaining to the property, for the consideration and upon and subject to the terms, provisions, and conditions set forth below, provided however, this conveyance shall not include any improvements to the property but the land only.

Title Company:

Address:

Phone:

Purchase Price: \$ ____,000.00

Cash portion: \$ ____,000.00

9. EARNEST MONEY:\$ 5,000.00
Surveyor: TBD



Survey Category: Buyer may secure an ALTA Survey at Buyer's expense, a copy of which shall be provided to Seller

County for Performance: Tom Green County

A-1 Deadlines For Performance and Other Dates

All deadlines for performance required in this Agreement expire at 5:00 p.m. local time. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence for performance of the terms of this Agreement.

1. Earnest Money Deadline: Three (3) days after execution by Seller
2. Delivery of Title Commitment and copies of restrictive covenants and all recorded documents referred to in Title Commitment: Sixty (60) days after Effective Date
3. Delivery of Title Objections: Fourteen (14) days after delivery of Title Commitment
4. Delivery of Sellers Cure Notice: Seven (7) days after delivery of Buyers Title Objections
5. Buyers notice of acceptance of Sellers Cure Notice or Notice of Termination of Contract: earlier of Seven (7) days after: (a) deadline for Seller to provide Cure Notice or (b) delivery of Seller's Cure Notice not agreeing to cure all the Title Objections
6. Inspection Period: commences on the Effective Date and expires one hundred fifty (150) days after the Effective Date.
7. Closing Date shall be the earlier of: one hundred sixty (160) days after the Effective Date; or, upon thirty (30) days prior written notice from Buyer.

A-2 Extension of Inspection period and Closing

Buyer and seller may elect to extend the Inspection Period and adjusted deadlines provided for herein accordingly only upon written agreement executed by both parties. Any such written extension agreement shall be provided to the Title Company

B. Closing Documents

1. At closing, Seller will deliver the following items:
 - a. Special Warranty Deed: (1) with reservation of all of the oil, gas, and other minerals in, on, under, and that may be produced from the Property, with the provision that Seller shall not extract any oil, gas, or other minerals by open pit strip mining, or other surface removal methods except as may be done from adjacent property; and (2) excepting from this conveyance all of the groundwater from said Property, and expressly reserving unto Grantor and Grantor's successors and assigns forever all of the water rights associated with the Property, including the exclusive right of drilling, producing, saving, storing, transporting, selling, leasing and owning groundwater from the Property with the provision that Seller shall not extract any water by surface removal methods except as may be done from adjacent property. The foregoing reservation does not include a right to enter upon or use the surface of the Property, and Seller shall not disturb the surface of the Property or any improvements constructed thereon by Buyer, cause subsidence or impact the structural integrity, or interfere with the use of, the Property or any improvements constructed thereon by Buyer.
 - b. IRS Non-foreign person affidavit



- c. Evidence of Seller's authority to close this transaction
 - d. Such other documents (including a closing statement) as may be reasonably required to close this transaction and to permit the Title Company to issue the Owner's Title Policy.
2. At closing, Buyer will deliver the following items:
- a. Balance of Purchase Price
 - b. Evidence of Buyer's authority to close this transaction

The documents listed in this section B are collectively known as the "Closing Documents."

C. Exhibits

The following are attached to and are a part of this Agreement:

Exhibit A—Representations;
Exhibit B—Notices, Statements, and Certificates
Exhibit C – Seller's Records;

D. Purchase and Sale of Property

Seller agrees to sell and convey the Property to Buyer subject to the terms and conditions herein and the reservations and exceptions to conveyance in the Special Warranty Deed, and Buyer agrees to purchase the Property for the Purchase Price provided for herein.

E. Interest on Earnest Money

Title Company shall not be required to invest the Earnest Money in an interest-bearing account. Any interest earned on the Earnest Money will be paid to the party that becomes entitled to the Earnest Money.

F. Survey

Buyer, at Buyer's option and expense, may commission a survey of the Property if Buyer determines such is necessary or desirable. Buyer's notice to seller of objections to matters relating to the survey, if any, shall be made in the same manner and are due at the same time as Buyer's notice of title objections under Section A, "Deadlines for Performance and Other Dates."

G. Title

1. *Review of Title.* Pursuant to the requirements of the Texas Real Estate License Act (Tex. Oc. Code Sec. 1101.555), Buyer is advised that Buyer should either have the abstract covering the Property examined by an attorney of Buyer's own selection or be furnished with or obtain a policy of title insurance.

2. *Title Commitment; Title Policy.* "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, stating the condition of title to the Property. The "effective date" stated in the Title Commitment must be after the Effective Date of this Agreement. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

3. *Survey.* "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to: Buyer, and Title Company to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.



4. *Delivery of Title Commitment, Survey, and Legible Copies.* Seller must deliver the Title Commitment to Buyer by the deadline stated in section A-1.2

5. *Title Objections.* Buyer has until the deadline stated in section A-1.3. ("Title Objection Deadline") to review the Title Commitment, Survey, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey and Title Commitment to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has seven (7) days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before closing, Buyer may, within seven (7) days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this Agreement is terminated or Buyer will proceed to close, subject to Seller's obligations to resolve the items listed in Schedule C of the Title Commitment, remove the liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before closing, Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this Agreement, and cure the Title Objections that Seller has agreed to cure.

H. Inspection Period

1. *Review of Seller's Records.* Seller will deliver to Buyer copies of Seller's records specified in **Exhibit C**, or otherwise make those records available for Buyer's review, by the deadline stated in Section A.

2. *Entry Onto the Property.* Seller agrees that Buyer and Buyer's employees, agents, representatives, contractors, architects, engineers and consultants shall have the right and license to enter upon the Property from the Effective Date of this Contract until the close of the Inspection Period (as such Inspection period may be extended), for the sole purpose of: (a) conducting any tests, surveys, environmental studies, investigations or analyses as Buyer deems appropriate on the following conditions:

- a. In advance of entry upon the Property, Buyer, and Buyer's agents, representatives, contractors, architects, engineers or consultants, as applicable, must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, with coverages and in amounts that are currently required by Seller and City of San Angelo Office of Risk Management;
- b. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the test;
- c. If the Property is physically altered because of Buyer's inspections, and Buyer fails to close the purchase of the Property, Buyer must return the Property to its pre-inspection condition promptly after the termination of this Contract (This provision shall survive termination of the Contract and closing);
- d. Buyer must deliver to Seller copies of all inspection reports, other than those subject to the attorney-client privilege or confidentiality requirements or reports containing economic analysis relating to the Property, that Buyer prepares or receives from third parties, consultants or contractors within the earlier of three (3) days after their receipt or preparation (this provision shall survive termination of this Contract and closing); and
- e. Buyer must abide by any other reasonable entry rules imposed by Seller and provided in advance to Buyer.

3. *Environmental Assessment.* Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the



Property to provide information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the Property.

4. INDEMNITY. BUYER SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, CLAIMS, FINES, CAUSES-OF-ACTION, DEFICIENCIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND OTHER LITIGATION EXPENSES) (COLLECTIVELY, "LOSSES") SUFFERED OR INCURRED BY SELLER SOLELY AS A RESULT OF THE ENTRY UPON THE PROPERTY BY BUYER OR BUYER'S EMPLOYEES, AGENTS OR CONTRACTORS, AS PERMITTED BY SELLER PURSUANT TO THE PROVISIONS OF THIS CONTRACT, EXCEPT THOSE LOSSES ARISING OUT OF THE ACTS OR OMISSIONS OF SELLER AND THOSE FOR THE REPAIR OR REMEDIATION OF EXISTING CONDITIONS DISCOVERED BY BUYER'S INSPECTION. THE OBLIGATIONS OF BUYER UNDER THIS PROVISION WILL SURVIVE TERMINATION OF THIS CONTRACT AND CLOSING.

5. *Buyer's Right to Terminate.* Buyer may terminate this Contract for any reason whatsoever, in its sole discretion, by delivering notice of termination to Seller before the end of the Inspection Period (as such Inspection Period may be extended) and thereafter neither party shall have any rights or liabilities under this Contract, except for those matters contained in this Contract that expressly survive the termination of this Contract, and provided that if Seller is not in default, \$_____ of the Earnest Money will be promptly transferred to seller and the remaining balance of Earnest Money will be promptly returned to Buyer. If Buyer does not deliver notice to seller of Buyer's termination of the Contract before the end of the Inspection period (as such Inspection Period may be extended), Buyer waives the right to terminate this Contract pursuant to this provision.

6. *Buyer's Release of Seller.* Buyer hereby releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property, except for any claims arising out of the negligence or willful misconduct of Seller or any person acting on Seller's behalf. The obligations of Buyer under this provision will survive termination of this Contract and closing.

I. Representations

The representations from Seller to Buyer set forth in **Exhibit A**, attached hereto and made a part hereof for all purposes, are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct.

J. Condition of the Property until Closing; Cooperation;

1. *Maintenance* Until closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage beyond Seller's control; (b) operate the Property in the same manner as it was operated on the Effective Date; and (c) comply with all agreements and governmental regulations affecting the Property.

2. *Casualty Damage.* Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before closing. Buyer may terminate this Contract in the event of any casualty damage to the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice of the casualty damage (provided that the Closing Date will be extended as necessary to give Buyer fifteen (15) days to respond).



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If Buyer does not terminate this Contract, Seller will (a) convey the Property to Buyer in its damaged condition, and (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property. If Seller has not insured the Property and buyer does not elect to terminate this Contract in accordance with this section, the Purchase Price will be reduced by the reasonable cost to repair the casualty damage. If Buyer elects to terminate this contract, the Parties shall have no further right or obligation hereunder, except as otherwise provided in this Contract and the Earnest Money shall be returned to Buyer.

3. *Condemnation.* Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this Agreement if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen (15) days after receipt of Seller's notice to Buyer (provided that the Closing Date will be extended as necessary to give Buyer fifteen (15) days to respond). If Buyer does not terminate this Agreement, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, and (c) if the taking occurs before closing, the description of the Property will be revised to delete the portion.

4. *Claims; Hearings.* Seller will notify Buyer promptly of any claim or administrative hearing that is threatened, filed, or initiated before closing that affects the Property.

5. *Cooperation.* Seller will cooperate with Buyer (a) before and after closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after closing, (b) before closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer.

6. **DISCLAIMER OF WARRANTIES.** THIS CONTRACT IS AN ARM'S—LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES EXCEPT THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER ACKNOWLEDGES THAT BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN AND BUYER'S AGENT(S) INSPECTIONS AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. SUBJECT TO THE FOREGOING REPRESENTATIONS AND WARRANTIES, THE PROPERTY WILL BE CONVEYED TO BUYER IN AN "AS IS, WHERE IS" CONDITION, WITH ALL FAULTS, WHETHER KNOWN OR UNKNOWN. ALL WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE IN THE CLOSING DOCUMENTS AND ANY WARRANTIES CONTAINED HEREIN, ARE DISCLAIMED.

BUYER ACKNOWLEDGES THAT ALL INFORMATION OBTAINED BY BUYER WAS OBTAINED FROM A VARIETY OF SOURCES, AND, EXCEPT FOR SELLER'S WRITTEN REPRESENTATIONS AND WARRANTIES AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN SELLER'S CLOSING DOCUMENTS, SELLER HAS NOT MADE, AND SHALL NOT BE DEEMED TO HAVE REPRESENTED OR WARRANTED THE COMPLETENESS, TRUTH OR ACCURACY OF ANY OF THE SUBMISSION DOCUMENTS OR OTHER SUCH INFORMATION HERETOFORE OR HEREAFTER FURNISHED TO BUYER. EXCEPT FOR SELLER'S WRITTEN REPRESENTATIONS, WARRANTIES AND COVENANTS AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN SELLER'S CLOSING DOCUMENTS, BUYER HAS NOT RELIED UPON AND WILL NOT RELY UPON, EITHER DIRECTLY OR INDIRECTLY, ANY REPRESENTATION, WARRANTY OR COVENANT OF SELLER OR ANY OF SELLER'S AGENTS OR REPRESENTATIVES. BUYER HEREBY ACKNOWLEDGES THAT NO SUCH REPRESENTATIONS, WARRANTIES OR COVENANTS HAVE BEEN MADE. BUYER REPRESENTS THAT IT IS A KNOWLEDGEABLE, EXPERIENCED AND SOPHISTICATED BUYER OF



REAL ESTATE, AND THAT EXCEPT FOR SELLER'S WRITTEN REPRESENTATIONS, WARRANTIES AND COVENANTS AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT AND SELLER'S CLOSING DOCUMENTS, BUYER IS RELYING SOLELY ON ITS OWN EXPERTISE AND THAT OF BUYER'S CONSULTANTS IN PURCHASING THE PROPERTY. AS OF CLOSING, BUYER WILL HAVE BEEN GIVEN A SUFFICIENT OPPORTUNITY HEREIN TO CONDUCT AND WILL HAVE CONDUCTED SUCH INSPECTIONS, INVESTIGATIONS AND OTHER INDEPENDENT EXAMINATION OF THE PROPERTY AND RELATED MATTERS AS BUYER DEEMS NECESSARY, INCLUDING BUT NOT LIMITED TO THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AND WILL RELY UPON SAME AND NOT UPON ANY STATEMENTS OF SELLER (EXCLUDING THE LIMITED MATTERS AS MAY BE REPRESENTED BY SELLER IN THIS AGREEMENT) NOR OF ANY OFFICER, DIRECTOR, EMPLOYEE, AGENT OR ATTORNEY OF SELLER.

K. Termination

1. Disposition of Earnest Money after Termination

- a. *To Buyer.* If Buyer terminates this Agreement in accordance with any of Buyer's rights to terminate, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to pay and deliver the Earnest Money to Buyer.
- b. *To Seller.* If Seller terminates this Agreement in accordance with any of Seller's rights to terminate, then unless Buyer delivers notice of Buyer's objection to Title Company's release of the Earnest Money to Seller within five days after Seller delivers Seller's termination notice to Buyer and Title Company, Title Company is authorized, without any further authorization from Buyer, to pay and deliver the Earnest Money to Seller.

2. *Duties after Termination.* If this Agreement is terminated, Buyer shall promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the documents and copies, neither party will have further duties or obligations to the other under this Contract, except for those obligations that cannot be or were not performed before termination of this Agreement or that expressly survive termination of this Agreement.

L. Closing

1. *Closing.* This transaction will close at Title Company's offices on or before the Closing Date. At closing, the following will occur:

- a. *Closing Documents; Title Company Documents.* The Parties will execute and deliver the Closing Documents and any documents required by Title Company.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this Agreement to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this Agreement, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the Parties' written instructions.
- d. *Delivery of Seller's Records.* Seller will deliver to Buyer the originals or certified copies of Seller's Records specified in **Exhibit C**.



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- e. *Possession.* Seller will deliver possession of the Property to Buyer, subject to the terms of this Agreement, Permitted Exceptions existing at closing and any liens and security interests created at closing to secure financing for the Purchase Price.

2. Transaction Costs

- a. *Seller's Costs.* Seller will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of all liens to be released at closing; the costs to record all documents to cure Title Objections agreed to be cured by Seller; the costs to obtain certificates or reports of ad valorem taxes; and any costs expressly required to be paid by Seller in this Agreement; and Seller's expenses and attorney's fees.
- b. *Buyer's Costs.* Buyer will pay one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be recorded at Seller's expense; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this Agreement; and Buyer's attorney's fees and expenses.
- c. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at closing as an adjustment to the Purchase Price. If the assessment for the calendar year of closing is not known at the Closing Date, the proration will be based on taxes for the previous tax year, and Buyer and Seller will adjust the prorations in cash within thirty days of when the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after closing. All taxes due as of closing will be paid at closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of Chapter 23, Subchapter D, of the Texas Tax Code with respect to any period before the closing and additional taxes are assessed pursuant to Section 23.55 thereof entitled "Change of Use of Land", and Buyer's use of the Property results in the assessment of additional taxes for periods before closing, Buyer will pay the additional taxes.
- d. *Post closing adjustment.* If errors in the prorations made at closing are identified within ninety days after closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days of receipt of notice of the errors.
- e. *Buyer's Brokers Commissions.* SUBJECT TO SECTION 0.70 HEREOF, BUYER SHALL INDEMNIFY, DEFEND AND HOLD SELLER HARMLESS FROM ANY LOSS, ATTORNEY'S FEES, AND COURT AND OTHER COSTS ARISING OUT OF A CLAIM BY ANY PERSON OR ENTITY CLAIMING BY, THROUGH, OR UNDER THE BUYER FOR A BROKER'S OR FINDER'S FEE OR COMMISSION BECAUSE OF THIS TRANSACTION OR THIS AGREEMENT, WHETHER THE CLAIMANT IS DISCLOSED TO THE SELLER OR NOT. AT CLOSING, BUYER WILL PROVIDE SELLER WITH A RELEASE OF BROKER'S OR APPRAISER'S LIENS FROM ALL BROKERS OR APPRAISERS FOR WHICH BUYER WAS RESPONSIBLE.

3. *Issuance of Title Policy.* Seller will cooperate with the Title Company to issue the Title Policy to Buyer as soon as practicable after closing.

M. Default and Remedies

1. *Seller's Default.* If Seller fails to perform any of its obligations under this Agreement and fails to cure such default after notice as herein provided Buyer may elect to terminate this Agreement by giving



notice to Seller on or before the Closing Date and have that portion of the Earnest Money to which Buyer would be entitled under K. Termination 1.a. returned to Buyer.

2. *Buyer's Default.* If Buyer fails to perform any of its obligations under this Agreement and fails to cure such default after receiving notice as herein provided ("Buyer's Default"), Seller may terminate this Agreement by giving notice to Buyer on or before the Closing date and have all of the Earnest Money including Option Consideration, if any, disbursed by Title Company to Seller. Seller may terminate this Agreement by giving notice to Buyer on or before the Closing Date and have the Earnest Money paid to Seller.

3. *Liquidated Damages.* The Parties agree that just compensation for the harm that would be caused by a default by either party cannot be accurately estimated or would be very difficult to accurately estimate and that the Earnest Money and the amounts provided above are reasonable forecasts of just compensation to the non-defaulting party for the harm that would be caused by a default.

4. *Attorney's Fees.* If either party employs an attorney, including an attorney who is a regular employee of Buyer, to enforce this Agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

N. Miscellaneous Provisions

1. *Notices.* Any notice required by or permitted under this Agreement must be in writing. Any notice required by this Agreement 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 shown in this Agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

2. *Entire Contract.* This Agreement, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the Parties concerning the sale of the Property by Seller to Buyer. There are no oral representations, warranties, agreements, or promises pertaining to the sale of the Property by Seller to Buyer not incorporated in writing in this Agreement.

3. *Amendment.* This Agreement may be amended only by an instrument in writing signed by the Parties.

4. *Assignment.* Buyer may not assign this Agreement or any of Buyer's rights under it without Seller's prior written consent. This Agreement binds, benefits, and may be enforced by the Parties and their respective heirs, successors, and permitted assigns.

5. *Survival.* The obligations of this Agreement that cannot be performed before termination of this Agreement or before closing will survive termination of this Agreement or closing, including but not limited to the provisions of: Part H subpart 4.; Part J. subpart 6.; Part K.; Part L., 2., 3.; and Part M. The legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

6. *Choice of Law; Venue; Alternative Dispute Resolution.* This Agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Tom Green County.

7. *Waiver of Default.* It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

8. *No Third-Party Beneficiaries.* There are no third-party beneficiaries of this Agreement.



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9. *Severability.* The provisions of this Agreement are severable. If a court of competent jurisdiction finds that any provision of this Agreement is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

10. *Ambiguities Not to Be Construed against Party Who Drafted Contract.* The terms of this Agreement are the result of negotiation between the Parties. The rule of construction that ambiguities in a document will be construed against the party who drafted it will not be applied in interpreting this Agreement.

11. *No Special Relationship.* The Parties' relationship is an ordinary commercial relationship, and they do not intend to create the relationship of principal and agent, partnership, joint venture, or any other special relationship.

12. *Counterparts.* If this Agreement is executed in multiple counterparts, all counterparts taken together will constitute this Agreement.

10. **13. BINDING EFFECT. THIS AGREEMENT BINDS, BENEFITS, AND MAY BE ENFORCED BY THE PARTIES AND THEIR RESPECTIVE HEIRS, SUCCESSORS, AND PERMITTED ASSIGNS.**

11. **14. SUBJECT TO APPROVAL OF CITY COUNCIL. THE BINDING EFFECT OF THIS AGREEMENT ON SELLER AND BUYER IS SUBJECT TO APPROVAL OF THE CITY COUNCIL FOR THE CITY OF SAN ANGELO.**

BUYER:

By: _____

12. **SELLER:**
CITY OF SAN ANGELO

By: _____
Daniel Valenzuela, City Manager

ATTEST:

Bryan Kendrick, City Clerk

Approved as to Form:

Approved as to Content:

Dan T. Saluri, Deputy City Attorney

Cynthia Preas, Real Estate Manager

13.

Title Company acknowledges receipt of Earnest a copy of this Agreement executed by both Buyer and Seller.



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72 West College Avenue, San Angelo, Texas 76903
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By: _____

Title: _____

Date: _____



Exhibit A

Representations

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this Agreement.

2. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

3. *Licenses, Permits, and Approvals.* Seller has not received notice that any license, permit, or approval necessary to operate the Property in the manner in which it is currently operated will not be renewed on expiration or that any material condition will be imposed in order to obtain their renewal.

4. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property. Furthermore, Seller represents:

a. that the Property is not subject to investigation by any governmental agencies under any laws pertaining to health, safety or the environment;

b. that there are no pending lawsuits or administrative proceedings by third Parties or governmental agencies involving health, safety or environmental matters with respect to the Property;

c. that to Seller's information and belief the uses and operations conducted on the Property have not involved the treatment, storage, disposal, incineration or recycling of hazardous substances or solid wastes;

d. that to Seller's information and belief hazardous substances or solid wastes have not been treated, stored, disposed of, incinerated or recycled at or on the Property;

e. that to Seller's information and belief hazardous substances or solid wastes have not been spilled, disposed of, discharged or released offsite;

f. that to Seller's information and belief the Property has not been used for industrial or commercial operations involving hazardous substances or solid wastes;

g. to Seller's information and belief that hazardous substances or solid wastes have not been spilled, disposed of, discharged or released on or in the Property;

h. to Seller's information and belief that there are no aboveground or underground storage tanks on the Property;

5. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this Agreement will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.

6. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens (except for mechanic and materialman's liens for work done at request of Buyers in possession, if any) and other liens and encumbrances of any nature except the Permitted Exceptions, and



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no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.

7. *No Other Representation.* Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

[End of Exhibit A]



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Exhibit B

Notices, Statements, and Certificates

NOTICE REGARDING POSSIBLE LIABILITY FOR ADDITIONAL TAXES

If for the current ad valorem tax year the taxable value of the land that is the subject of this Agreement is determined by a special appraisal method that allows for appraisal of the land at less than its market value, the person to whom the land is transferred may not be allowed to qualify the land for that special appraisal in a subsequent tax year and the land may then be appraised at its full market value. In addition, the transfer of the land or a subsequent change in the use of the land may result in the imposition of an additional tax plus interest as a penalty for the transfer or the change in the use of the land. The taxable value of the land and the applicable method of appraisal for the current tax year is public information and may be obtained from the tax appraisal district established for the county in which the land is located.

[End of Exhibit B]



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Exhibit C

Seller's Records

To the extent that Seller has possession of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in Section A:

Governmental

Governmental licenses, certificates, permits, and approvals; ad valorem tax statements for the current year and the last 2 years; notices of appraised value for the current year and the last 2 years; records of regulatory proceedings or violations (for example, condemnation, environmental); notices from the governing municipality

Land

Soil reports
Environmental reports
Water rights conveyances
Engineering reports
Prior surveys
Site plans
Any title report or title insurance or insurance commitment in possession of Seller
Any easements or rights-of-way benefitting or burdening the Land
Floor maps
Geotechnical reports
Topographical contour maps
Aerial photographs
Tax parcel maps
Wetlands studies
Leases and service contracts in effect with respect to the Property