

**ADDENDUM No. 2**  
**Request for Qualifications (RFQ)**  
**19RFQ117 – Real Estate and Land Use Consulting On Call Services**  
**for 2017 Bond Projects**

February 21, 2019

**Item 1: Question Due Date**

**Item 2: Contact Person**

**Item 3: Questions and Answers**

**Item 4: Copy of Master Services Agreement**

**Item 1:**

Due date for Questions is Monday, February 25 at 5:00 PM

**Item 2:**

Please email any questions to: Amanda Frederick at [Amanda.frederick@austinisd.org](mailto:Amanda.frederick@austinisd.org)

**Item 3:**

1. Is there a page limit for proposal submissions?  
**No**
2. Is a “wet” signature needed for the required forms, *original* copy, and *copy* of proposals?  
**A “wet” signature must be on the “original”. The “copy” can be copied.**
3. Does the USB drive need to be in sealed, separate envelope from the proposal?  
**The USB can be in the same sealed envelope as the proposal**
4. Can the proposal need to be single or double sided, when printed?  
**Single or double sided is fine.**
5. Will the sign-in sheet of the pre-proposal conference be posted on the website or an addenda?  
**The sign in sheet has been posted on our [website](#) under 19RFQ117 and at [Miller Planroom](#)**

**Item 4:**

**MASTER PROFESSIONAL SERVICES AGREEMENT**

THIS MASTER PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into on the Effective Date, as hereinafter defined, by and between \_\_\_\_\_ (“Consultant”), and Austin Independent School District (“Owner” or “District”), for provision of \_\_\_\_\_ services to the District, on an as-needed basis, subject to the terms and conditions herein.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged and the receipt of which shall be acknowledged by endorsement thereof, the parties do hereby agree as follows:

1. **Services to be Performed by Consultant**—Upon request by the District, Consultant may present a written proposal (“Proposal”) to Owner, offering to perform certain construction related and/or real estate related professional services (“Services”). Each Proposal shall set forth the scope of the Services to be performed by Consultant, the location of the services or subject project, the cost of the services, any deliverables to be provided to Owner, any information or actions required of the Owner in connection with the Services, and the timelines or deadlines associated with Services. This Agreement will incorporate, by reference, all such provisions stated in as stated in each Proposal, and each Proposal shall be subject to the terms and conditions of this Agreement. Consultant shall perform the services described in this Agreement and any executed Proposal according to the standards of his/her profession. Consultant is not guaranteed any certain or minimum amount of assignments from Owner under this Agreement.
2. **Compensation**—In consideration of the services performed by Consultant under this Agreement, the Owner shall pay to Consultant the compensation set forth in each Proposal. Consultant is not guaranteed any certain or minimum amount of compensation from Owner under this Agreement; however, the total annual compensation to Consultant under this Agreement shall not exceed \$ \_\_\_\_\_. Any additional services and reimbursable expenses shall be compensated at the rate and manner set forth in the Proposal, and are subject to the express written prior approval of the District. Payments shall be due within 30 days following receipt of a valid and undisputed invoice, upon completion of the Services or other progress milestone as agreed to in a Proposal.

3. **Time of Completion**—Consultant shall complete the work specified in the Proposal in a timely manner, in accordance with the Owner’s schedule for the subject project. Consultant shall not commence with any Services until a written Proposal for such assignment has been submitted to and approved by Owner, and executed by both Consultant and a duly authorized representative of Owner.
4. **Relationship of the Parties**—It is understood and agreed that Consultant is an independent contractor and neither Consultant nor any employees, volunteers, or agents contracted by Consultant shall be deemed for any purposes to be employees, volunteers or agents of Owner. Consultant shall assume full responsibility for the action of such employees, volunteers, or agents while performing any services incident to this Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers’ compensation, disability benefits and like requirements and obligations.
5. **No Waiver of Immunity**—Owner does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the functions or obligations described herein.
6. **Insurance and Indemnity**—For the term of this Agreement, Consultant agrees to maintain and keep on file with Owner all insurance coverages as set forth in Exhibit A to this Agreement. Consultant shall provide valid renewal or amended certificates, as required in Exhibit A. Consultant agrees to indemnify and hold harmless Owner, its trustees and employees against any and all losses, costs, expenses and liabilities, including but not limited to reasonable attorneys’ fees and court costs, to the extent they arise out of Consultant’s negligent acts or omissions.
7. **Compliance with Laws**—Consultant shall maintain any and all applicable license(s) and certification(s) necessary to perform any Services contemplated by this Agreement. Consultant shall observe and comply with all Federal, State, County and local laws, and Owner’s Board Policies that in any manner affect the provision of Services and performance of all obligations undertaken pursuant to this Agreement.
8. **Authorization of Agreement**—Each party represents and warrants to the other that execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms. This Master Agreement is not exclusive, and does not guarantee that Consultant shall receive any minimum or specific volume of work from Owner.

9. **No Waiver**—No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.
10. **Notices**—Any notice required or permitted to be given under this Agreement shall be in writing, and shall be deemed to have been given when delivered by hand delivery, or when deposited in the United States Post Office, by registered or certified mail, postage prepaid, return receipt requested, if mailed. Notices shall be addressed as follows:

If to Consultant:

\_\_\_\_\_

If to Owner:

\_\_\_\_\_

Any party may designate a different address by giving the other party ten (10) days written notice in the manner provided above.

11. **No Assignment**—No assignment of this Agreement, or any duty or obligation of performance hereunder, shall be made in whole or in part by either party without the prior written consent of the other party.
12. **Amendments**—This Agreement may be amended or modified by, and only by, a written instrument approved by the Owner in accordance with Owner’s Board Policy.
13. **Termination**—Owner may terminate this Agreement with or without cause upon seven (7) days written notice to Consultant. In the event of termination, Consultant shall be entitled to compensation for all services provided up to the effective date of termination.
14. **Consultant Certifications**—Consultant hereby certifies that it is not a company identified on the Texas Comptroller’s list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State under federal law. Consultant further hereby certifies and verifies that neither Consultant, nor any affiliate, subsidiary, or parent company of Consultant, if any (the “Consultant Companies”), boycotts Israel, and Consultant agrees that Consultant and Consultant Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term “boycott” shall mean and include terminating business activities or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory.

15. **Governing Law**—This Agreement is made in Texas and shall be construed, interpreted, and governed by Texas law. The parties shall consent to the jurisdiction and venue of the courts of Travis County, Texas, for any action under this Agreement.
  
16. **Duplicate Originals**—This Agreement may be executed in multiple counterparts, each of which shall have the full force and effect of the original Agreement, and each of which shall constitute but one and the same instrument.
  
17. **Complete Understanding**—This Agreement and all Exhibits, Supplements and Amendments thereto shall constitute the complete understanding of Consultant and Owner. This Agreement constitutes the sole and only agreement of the parties to it and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Agreement. Any terms or conditions contained in any of Consultant's Proposals which purport to limit, waive, relinquish any warranties or liabilities of Consultant are not included, and are hereby expressly excluded from this Agreement unless this Agreement is specifically amended to restate such term, condition or limitation in the main body of this Agreement. The appearance of such matters in any Proposal will be of no legal force or effect, as the inclusion of Consultant's proposal is intended to only provide information relating to the scope, deliverables, deadlines and fees relating to Consultant's services.
  
18. **Effective Date and Term**—The “Effective Date” of this Agreement shall be the date that all necessary and authorized representatives of Owner have endorsed the same, and shall continue for one (1) year. Thereafter, this Agreement shall automatically renew for four (4) additional subsequent one-year periods, subject to the termination provisions set forth herein.

**CONSULTANT**

**AUSTIN INDEPENDENT  
SCHOOL DISTRICT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title