



City of Terrell Hills
5100 N. New Braunfels
Terrell Hills , Texas 78209

**REQUEST FOR QUALIFICATIONS
FOR
CITY ENGINEER AND
ON-CALL CIVIL ENGINEERING SERVICES**

RFQ #26-0001

Issue Date: July 20, 2026

Response Due Date and Time (CDT):

August 24, 2026 @ 11 a.m.

Location for Delivery: as stated above

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GENERAL

In accordance with the Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code, the City of Terrell Hills ("CITY") is soliciting Statements of Qualifications ("SOQs") from qualified professional engineering firms to provide City Engineer services and on-call civil engineering services. Respondents must be sole proprietorships, partnerships, corporations, or other legal entities authorized to conduct business in the State of Texas and demonstrate substantial experience providing professional engineering services to Texas municipalities.

Through this Request for Qualifications ("RFQ"), the CITY intends to select a qualified Consultant to serve as the City's Engineer and provide professional engineering services, including transportation, stormwater drainage, and water and wastewater utility engineering, as well as other engineering services requested by the CITY from time to time. Specific services shall be authorized through individual Work Orders issued pursuant to the Master Professional Services Agreement.

DEFINITIONS

The following definitions shall be used to identify terms throughout this solicitation:

A. AGREEMENT/CONTRACT

A mutually binding legal document obligating the Firm to furnish the services specified within this solicitation and obligating CITY to pay for the services as specified.

B. CITY COUNCIL

The elected officials of the City of Terrell Hills, Texas given the authority to exercise such powers and jurisdiction of all CITY business as conferred by the State Constitution and Laws.

C. FIRM

The successful Respondent of this request. A person or business enterprise providing services to CITY as fulfillment of obligations arising from an agreement pursuant to this request; the successful respondent of this request.

D. STATEMENT OF QUALIFICATIONS (SOQ)

A complete, properly signed and submitted response to this solicitation.

E. RESPONDENT

The Individual or Firm responding to this solicitation that considers themselves qualified to provide the services specified herein, and are interested in making an offer to provide the services to CITY.

F. REQUEST FOR QUALIFICATIONS (RFQ)

This solicitation document issued by CITY containing terms, conditions and scope of work for the professional services to be procured.

G. CITY OF TERRELL HILLS (CITY)

A home-rule municipal government.

NOTICE TO RESPONDENTS

A. NOTICE

All SOQs are due on or before **11:00 a.m. on August 24, 2026**. Solicitations are posted and available to download from: www.terrell-hills.com

Information related to this Solicitation will only be provided through the Terrell Hills City Secretary. Information about this Solicitation received through any other means may be inaccurate and result in a Respondent's submittal being incomplete which could ultimately render the Respondent's SOQ non-compliant. CITY accepts no responsibility for information obtained through any other source.

B. RECEIPT OF SOQS

The hard copy submittal shall be enclosed in an opaque sealed envelope, marked with the project title and name, and the address of the Respondent. If the SOQ is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "SOQ ENCLOSED" on the face of it.

Hard copy sealed responses shall be addressed to and hand-delivered or shipped to:

**City of Terrell Hills
Attn: City Secretary/Manager
5100 N. New Braunfels
Terrell Hills , TX 78209**

SOQs must be received by the City Secretary on or before the time and date specified. The mere fact that the response was dispatched will not be considered; the Respondent must ensure that the SOQ is actually delivered. The time hard copy responses are received shall be determined by the time clock stamp in the City Secretary's Office. SOQs received after the specified time of the opening will be returned unopened.

The CITY will not be responsible in the event that the U.S. Postal Service or any other courier system fails to deliver the sealed SOQ to the Terrell Hills City Secretary by the given deadline above. **Electronic transmission or facsimile of the SOQ will not be acceptable.**

Public Acknowledgement. CITY shall receive, publicly open, and acknowledge all SOQs received. Information contained in the SOQs will not be disclosed until after the award of the Contract.

C. QUESTIONS AND INQUIRIES

All questions and inquiries about this Solicitation shall be submitted in writing to:

City of Terrell Hills
Attn: City Secretary/Manager
5100 N. New Braunfels
Terrell Hills , TX 78209
bfoley@terrell-hills.com

Interpretations or clarifications considered necessary by CITY in response to such questions will be issued by Addenda and posted on the CITY'S website, (www.terrell-hills.com).

D. ANTICIPATED SCHEDULE OF IMPORTANT DATES

CITY will generally comply with the following schedule for the selection process, subject to changes necessary to ensure fairness and to accommodate unanticipated events:

Release RFQ		July 20, 2026
Pre-Submittal Conference	10:00 A.M. CST	August 3, 2026
Deadline for Questions and Inquiries	11:00 A.M. CST	August 17, 2026
SOQs Closing Date and Time	11:00 A.M. CST	August 24, 2026
CITY's Review of SOQs		August 31, 2026
Date for Finalist Interviews or Presentations (if any)		September 7, 2026
Earliest Award by CITY		September 14, 2026

E. PRE-SUBMITTAL CONFERENCE

A pre-submittal conference will be conducted in the council room at the Terrell Hills City Hall located at 5100 N New Braunfels, San Antonio, TX 78209, beginning at 10:00 A.M. central time on August 3, 2026. This meeting is not mandatory but attendance is encouraged. Any questions and answers addressed during the conference meeting will be issued in an addendum and all known interested parties will be notified.

F. FINALIST INTERVIEWS AND/OR PRESENTATIONS

Respondents reasonably subject to being selected based on the criteria set forth in this RFQ may be given an opportunity to make a presentation and/or interview with the evaluation committee and/or City Council. Following any presentation and/or interviews, the successful Respondent will be selected based on demonstrated competence and qualifications; and contract negotiations will begin with the most highly qualified Respondent as determined by CITY. If a satisfactory contract cannot be negotiated with the most highly qualified Respondent, as set out herein, CITY shall formally end negotiations with such Respondent and shall select the next most qualified Respondent. CITY shall negotiate with such Respondent at a fair and reasonable price. This process will continue until a successful agreement can be reached by both parties. However, CITY may, in its sole discretion, negotiate and award a contract without presentations or interviews, based solely on information supplied in the Statements of Qualifications submitted.

STANDARD TERMS AND CONDITIONS

A. ADDENDA

If it becomes necessary to revise any part of this solicitation, prior to the due date and time, a written addendum will be provided to all Respondents. CITY is not bound by any oral representations, clarifications, or changes made in the written specification by CITY's employees, unless such clarification or change is provided to Respondents in written addendum form from the CITY.

Addenda will be transmitted by email to all parties that are known to have downloaded a copy of the RFQ documents and specifications from CITY's website. However, it shall be the sole responsibility of the Respondent to verify issuance of any addenda and to check all avenues of document availability prior to the opening date and time. Respondent shall acknowledge receipt of all addenda on the Certification and Acknowledgement Form.

B. ADVERTISING AND PUBLICITY

Respondents shall not advertise or otherwise publicize, without CITY's prior written consent, the fact that CITY has entered into the Agreement, except to the extent required by applicable law.

C. BUSINESS PRACTICES

Minority business enterprises and/or historically underutilized businesses will be afforded full opportunity to submit SOQs in response to this Solicitation and will not be discriminated against on the basis of race, color, creed, gender, age, religion, national origin, mental or physical disability, veteran's status or political affiliation in consideration for an award.

D. CERTIFICATION

This Solicitation includes a certification page. Respondents must:

1. Furnish complete name, mailing address, telephone number and email of the individual duly authorized to execute contractual documents on behalf of the Respondent.
2. Furnish name of individual(s), along with respective telephone numbers and email addresses, who will be responsible for answering all questions.
3. Certify that they are duly qualified, capable and otherwise bondable business entity not in receivership or contemplating same, and has not filed bankruptcy.

Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest may automatically result in the disqualification of the vendor's offer.

E. CHANGES IN PERSONNEL

Should there be a change in key personnel included in the SOQ after the due date and time, but before a contract is awarded, Respondents must notify CITY immediately. This may result in further evaluation. Should a change in key personnel occur after the contract is awarded, the Firm will be required to notify CITY as soon as practicably possible. CITY may terminate the Agreement for convenience should the change in key personnel be unacceptable to CITY.

F. COMMUNICATION

To ensure the proper and fair evaluation of all SOQs, CITY prohibits ex parte communication (e.g., unsolicited) initiated by the Respondent to CITY staff or its City's Council, from the date of advertisement of this solicitation to the time an award has been made by the Council, the City Manager, or his/her designee. Communication between Respondents and CITY will be initiated by the appropriate CITY Official in order to obtain information or clarification needed to develop a proper and accurate evaluation of the SOQ. Ex parte communication may be grounds for disqualifying the offending Respondent from consideration or award of the SOQ then in evaluation, and/or any future Solicitation.

Unless otherwise specified, all requests for clarification or questions regarding a solicitation must be directed to the point of contact listed in this Solicitation.

G. DISCLOSURE OF CONTENTS

At the due date and time there will be no disclosure of contents of any SOQ to competing Respondents, and all SOQs will be kept confidential during the negotiation process. Except for trade secrets and confidential information which the Firm identifies as proprietary, all SOQs will be open for public inspection after the contract award.

H. DISCLOSURE OF CONFLICT OF INTEREST

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code (House Bill 914) requires that any vendor or person considering doing business with a local government entity disclose the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. The Conflict of Interest Questionnaire form is available from the Texas Ethics Commission (TEC) at www.ethics.state.tx.us. Any completed Conflict of Interest Questionnaires shall be submitted to CITY.

I. DISCLOSURE OF INTERESTED PARTIES

Contracting hereunder may require compliance with §2252.908 Texas Government Code/Disclosure of Interested Parties for contracts that (1) require an action or vote by City Council before the contract may be signed; or (2) have a value of at least \$1 million. The law provides that a governmental entity may not enter into certain contracts with a business entity unless the business entity submits a Disclosure of Interested Parties certificate to the governmental entity at the time the business entity submits the signed contract to the governmental entity or state agency.

The process as implemented by TEC is as follows:

1. The Disclosure of Interested Parties certificate must be performed using the [Texas Ethics Commission's electronic filing application](#) listing each interested party of which the business entity is aware on Form 1295, obtaining a certification of filing number for this form from the TEC, and printing a copy of it to submit to CITY.
2. The copy of Form 1295 submitted to CITY must contain the unique certification number from the TEC. The form must be filed with CITY pursuant to §2252.908 Texas Government Code, "at the time the business entity submits the signed contract" to CITY.

3. CITY, in turn, will submit a copy of the disclosure form to the TEC not later than the 30th day after the date the City receives the disclosure of interested parties from the business entity.

J. GIFTS

CITY may, by written notice to the Respondent, disqualify the Respondent without liability if it is determined by CITY that any gift or thing of value, whether in the form of money, services, credits, loans, travel, entertainment, hospitality, promise, or any other form, were offered or given by the Respondent or any agent or representative of the Respondent to any officer or employee of CITY with the intent of influence such officer or employee as a reward for any decision, opinion, recommendation, securing the Agreement or securing favorable treatment with respect to awarding or amending or the making of any determinations with respect to performance of the Agreement.

K. INDEPENDENT CONTRACTOR

Nothing in this solicitation is intended to be construed as creating an employer/employee relationship, a partnership or joint venture. The Respondents' services shall be those of an independent contractor. The Respondents agree and understand that the Agreement does not grant any rights or privileges established for employees of CITY. Respondents shall not be within protection or coverage of CITY's Worker Compensation Insurance, Health Insurance, Liability Insurance or any other insurance that CITY, from time to time, may have in force.

L. INSURANCE REQUIREMENTS

CITY's insurance requirements are provided in the Professional Services Agreement attached hereto as Exhibit "A" to this RFQ.

M. PERSONAL INTEREST

No officer, employee, independent consultant or appointed official of CITY who is involved in the development, evaluation or decision-making process of this Solicitation shall have a financial interest, direct or indirect, in the resulting Agreement. Any willful violation of this Paragraph shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal.

N. PRIORITY OF DOCUMENTS

In the event there are inconsistencies between the RFQ terms and conditions, scope of work or Agreement terms and conditions contained herein, the latter will take precedence.

O. PROHIBITED RESPONDENTS

1. CITY will not conduct business with Respondents who have failed to comply with their contracts and have been debarred from doing business with the State of Texas or the federal government.
2. Successful Respondent must affirm, in any resulting contract, that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of any resulting Contract. This section may not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) the Contract has a value of \$100,000.00 or more to be paid under the terms of the Contract.

3. Successful Respondent must affirm, in any resulting contract, that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.
4. Successful Respondent must affirm, in any resulting contract, that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement.
5. Successful Respondent must affirm, in any resulting contract, that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement.
6. Successful Respondent must affirm, in any resulting contract, that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country.

P. PUBLIC INFORMATION

All SOQs are subject to release as public information unless the Response or specific parts of the Response can be shown to be exempt from the Texas Public Information Act. Respondents are advised to consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets or any other proprietary information. CITY assumes no obligation or responsibility for asserting legal arguments on behalf of potential Respondents.

If a Respondent believes that a SOQ or parts of a SOQ are confidential, then the Respondent shall so specify. The Respondent shall stamp in bold red letters the term “**CONFIDENTIAL**” on that part of the SOQ, which the Respondent believes to be confidential. Vague and general claims as to confidentiality shall not be accepted. The City will, to the extent allowed by applicable law, endeavor to protect such specified information from disclosure. The final decision as to what information must be disclosed under the Open Records Act lies with the Texas Attorney General. All SOQs and parts of SOQs that are not marked as confidential will be automatically considered public information.

Q. RECEIPT OF SOQS

Statement(s) of Qualifications must be received by CITY prior to the time and date specified. The time SOQs are received shall be determined by the system time in the City Secretary's office. Please note that CITY is not responsible for delays at or near the time the response packages are due and that Respondents submitting their response package during peak traffic times risk their submittal not being received by the due date and time.

R. REIMBURSEMENTS

There is no express or implied obligation for the City of Terrell Hills to reimburse Respondents for any expenses incurred in preparing SOQs in response to this request and the City of Terrell Hills will not reimburse Respondents for these expenses, nor will CITY pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a Contract for these services.

S. REPRESENTATIONS AND RESPONSIBILITIES

By submitting a SOQ in response to this RFQ, Respondent represents that it has carefully read and understands all elements of this RFQ; has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the work; and has full knowledge of the scope, nature, quality and quantity of services to be performed.

By submitting a SOQ in response to this RFQ, the Respondent represents that it has not relied exclusively upon any technical details in place or under consideration for implementation by CITY, but has supplemented this information through due diligence research and that the Respondent sufficiently understands the issues relative to the indicated requirements.

The failure or omission of Respondent to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site or other details shall in no way relieve any Respondent from any obligations with respect to its SOQ or to the contract.

T. RESERVATIONS

CITY reserves the right to request clarification or additional information specific to any response after all Responses have been received and the Solicitation due date has passed. Additionally, CITY reserves the right to accept or reject all or part of any Response, waive any informalities or immaterial technical inconsistencies, delete any requirement or specification from the Solicitation, or terminate the Solicitation when deemed to be in CITY'S best interest. Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by the City, at its option. CITY RESERVES THE ABSOLUTE AND UNCONDITIONAL RIGHT TO BE SOLE DETERMINANT OF WHAT IS DEEMED "A MATERIAL IRREGULARITY" AND TO WAIVE OR INTERPRET ANY IRREGULARITY TO ITS BENEFIT, IN ITS SOLE DISCRETION.

U. RESPONSES BECOME PROPERTY OF CITY:

Submissions received in response to this Solicitation become the sole property of CITY.

V. RIGHT OF ACCEPTANCE AND REJECTION

The qualifications of a Respondent shall not deprive CITY of the right to accept a SOQ, which in its judgment is the most highly qualified firm. In addition, CITY reserves the right to reject any SOQ where circumstances and developments have, in the opinion of CITY, changed the qualifications or responsibility of the firm.

The CITY intends to execute a Master Professional Services Agreement with one Respondent to serve as the City's Engineer. The CITY reserves the right to engage additional engineering consultants for specialized services or individual projects when determined to be in the City's best interest.

W. RIGHT TO ASSURANCES

In the event CITY, in good faith, has reason to question the intent of the Firm to perform as presented in the SOQ, CITY may demand written assurances of the intent to perform as

presented. In the event no written assurance is given within the time specified, CITY may reject the SOQ.

X. STANDARD FORM OF AGREEMENT

CITY's Master Professional Services Agreement is attached as Exhibit A. The successful Respondent will be required to execute this Agreement. The City will issue Work Orders pursuant to the Master Professional Services Agreement as needed, when needed. However, there is no guarantee to issue any Work Orders. All Respondents shall be required to thoroughly read and understand the terms, conditions and provisions in this Agreement. The Respondent acknowledges that CITY retains the right to revise the Professional Services Agreement in order to comply with legal or regulatory requirements. All required Certificates of Insurance and endorsements will be required before contract award. Any exceptions taken to CITY's Professional Services Agreement must be indicated in your Response. Failure to note any exceptions will be acknowledgement that you accept the terms and conditions without modifications. CITY may consider the proposed changes in the evaluation process.

Y. VENUE

Any contract awarded as a result of this RFQ shall be governed by and construed in accordance with the laws of the State of Texas, and venue for any action related to this contract will be Bexar County, Texas.

Z. WITHDRAWAL OF SOQS BY RESPONDENT

1. Respondents may request withdrawal of a hard copy sealed SOQ ***prior to the scheduled opening time*** by contacting the CITY in writing via email at bfoley@terrell-hills.com
2. No SOQ can be withdrawn after the time set for the receipt of SOQs and for a minimum of ninety (90) days thereafter.

AA. WITHDRAWAL BY CITY

CITY makes no guarantees or representations that any award will be made and reserves the right to do any of the following:

1. Reject any and all SOQs received as a result of this RFQ.
2. Waive or decline to waive any immaterial informality and any irregularities in any statement of qualifications or responses received.
3. Negotiate changes in the Scope of Work or services to be provided.
4. Withhold the award of contract(s).
5. Select a Respondent it deems to be most qualified to fulfill the needs of CITY.
6. Terminate the RFQ process.

BACKGROUND AND CURRENT CIRCUMSTANCES

A. ABOUT TERRELL HILLS , TEXAS

The City of Terrell Hills is a home-rule municipality located in central Bexar County, approximately five miles northeast of downtown San Antonio. The City is part of the San Antonio metropolitan area and is a well-established residential community committed to maintaining and improving its public infrastructure and municipal services. Terrell Hills electric and gas utilities are provided by City Public Service Energy (CPS Energy), and its water and sewer utilities are provided by San Antonio Water System (SAWS). It is bounded by the City of San Antonio and City of Alamo Heights and Fort Sam Houston.

B. LOCATION AND DESCRIPTION OF PROJECT

The CITY is seeking Statements of Qualifications ("SOQs") from qualified civil engineering consulting firms to provide City Engineer services and on-call civil engineering services for the City of Terrell Hills, Texas. Engineering services may include transportation engineering (streets, sidewalks, traffic control devices, and related infrastructure), stormwater drainage, water and wastewater utilities, development review, capital improvement projects, and other professional engineering services as requested by the CITY.

The City of Terrell Hills has adopted a City Code, together with design and construction standards governing public infrastructure and development, which are available on the CITY's website. The CITY intends to designate the selected Consultant as the City's Engineer to perform the duties assigned to that position under the City Charter, applicable ordinances, and the resulting Professional Services Agreement. The selected Consultant shall also provide on-call engineering services for various projects and assignments as requested by the CITY from time to time through individual Work Orders..

SCOPE OF WORK

A. GENERAL

The selected Consultant shall provide City Engineer services and on-call civil engineering services as requested by the CITY. The scope of services for each project or assignment shall be established through individual Work Orders issued pursuant to the Master Professional Services Agreement..

Services shall consist of:

- City Engineer services;
- Transportation Design (streets, sidewalks, traffic control devices, etc.);
- Stormwater Drainage Analysis and Design;
- Utilities Design (water and wastewater); and
- General Civil Engineering Services, as requested by the CITY.

The selected Consultant may be required to perform site visits, document site observations, participate in progress meetings, upload reports to SharePoint or another electronic document management system designated by the CITY, verify compliance with specifications, and other services to support quality assurance efforts.

Nothing in this RFQ or the resulting Agreement shall preclude the CITY from retaining other engineering consultants for specialized services or projects when determined to be in the best interest of the CITY. CITY does not guarantee a release of work to any firm selected.

The total estimated professional services fee is to be determined on a project-by-project basis.

B. CITY ENGINEERING SERVICES

The selected Consultant shall serve as the City's Engineer and perform the duties assigned to that position pursuant to the City Charter, applicable ordinances, and the Master Professional Services Agreement. The selected Consultant shall, as requested by the City Manager, attend regular and specially called City Council meetings, Planning and Zoning meetings, and other meetings necessary to perform the duties of the City's Engineer. The selected Consultant shall provide engineering guidance during the normal day-to-day operations of the CITY and perform special tasks as assigned by the City Manager. Please see Attachment "5" to this RFQ for the duties and responsibilities of the City Engineer as set forth in the City Charter.

C. ON-CALL SERVICES

The CITY may issue one or more Work Orders as needed, when needed for the tasks below. The Consultant must have the capacity to complete the following functions in a professional and timely manner. As individual projects are identified, the selected consultant shall provide a scope of work and cost proposal to provide design services as generally described herein. The selected Consultant shall provide construction plans, technical specifications, bid and construction phase support, and other related services, as requested. All work shall be in accordance with all applicable local, state, and federal rules, regulations, and standards. The professional engineering services that may be requested on an as-needed basis may include, but are not limited to, the following tasks:

- 1. Plan Review Services:** The selected Consultant will provide technical review of, and answer inquiries relating to, site plans, subdivision plans, improvement plans, land disturbance plans, construction plans and bonds letters of credit and/or escrows relating to projects proposed by applicants to be developed in the CITY to ensure that such conform to codes adopted by the CITY, including:
 - a. Assist City Staff with the review of development submittals for compliance with CITY codes and ordinances and provide a comment letter. Submittals may include but are not limited to construction plans, storm water management plans, traffic impact analysis reports, opinions of probable cost.
 - b. This scope of services will not preclude the respondent from performing work for private developers within the CITY.
 - c. Respondents will not be allowed to perform plan review services on work performed by their own firm.

- d. Staffing must be available to review plans within a certain time-frame to comply with “shot-clock” for reviews.

2. City Project Design Services: The selected Consultant must have the capability to design a full array of public works type projects including transportation infrastructure systems, water distribution systems, wastewater collection systems, and stormwater management systems, in a manner that the infrastructure is functional and cost effective. The selected Consultant must be able to provide engineering guidance for municipal structures. Specific projects have not been identified at this time. The services may include:

a. Design Phase:

- i. Meet with CITY staff as required to discuss operational considerations, staff requirements, system preferences, prioritization of the project scope, and to coordinate the engineering design of the project.
- ii. Provide the necessary field survey services to determine the existing field conditions, including all utilities and surface features to the maximum extent possible.
- iii. Perform the necessary testing to determine the existing site conditions and proper methods of construction and demolition.
- iv. Provide alternative design concepts for implementation of the project.
- v. At the direction of CITY staff, the Consultant may be required to attend and participate in public, City Council, board, commission, and other stakeholder meetings.
- vi. Provide Opinion of Probable Construction Cost at various stages throughout design.
- vii. Provide the design to the CITY at progress intervals in appropriate, requested formats (may include hard copy, .pdf, and .dwg)
- viii. Provide detailed plans and specifications for the project to be used in the award of a construction contract, or construction by CITY staff.
- ix. Other related services to design the project and prepare for the bid phase.

b. Permitting Phase: The Consultant shall prepare documents for, and coordinate with other utilities and associated local, state, and federal agencies (including TxDOT, TCEQ, EPA, etc.) as required for the approval of all necessary permits.

c. Bid Phase:

- i. Provide lump sum and unit price bid quantities on the CITY bid form format for use in bid documents.
- ii. Provide bid sets of the contract, technical specifications, plans, and any other necessary documents in hard copy and digital format.

- iii. Attend pre-bid conference and prepare responses to questions and addenda as necessary.
- iv. Research qualifications and references of apparent responsible low bidder, prepare bid tabulation, and provide a letter of recommendation for contract award.

d. Construction Phase:

- i. Provide required construction staking if requested by Owner.
- ii. Prepare necessary change order documentation, including required changes to plans and specifications.
- iii. Review and make recommendations on Contractor change order requests.
- iv. Attend progress meetings and monitor construction schedule.
- v. Provide an appropriate level of observation and Owner representation during construction.
- vi. Observe and assist in performance tests and initial operations of the project as needed.
- vii. Prepare record drawings from information submitted by the contractor in accordance with CITY standards.

e. Resident Project Representative (RPR) Services:

- i. Act as the authorized representative of the CITY assigned to assist the CITY at the Site of a Specific Project during the Construction Phase which may or may not have been designed by Respondent.
- ii. The duties and responsibilities of the RPR will be defined for each project. The RPR may provide full time representation or may provide representation to a lesser degree.

- f. **Project Schedule:** CITY staff will request and approve the proposed schedule for each individual project. Projects may need to be completed on an expedited schedule basis. Flexibility may be required to meet the CITY's needs in a timely manner.

3. Environmental Services and Regulatory Agency Interactions: The selected Consultant shall be well versed in regulatory compliance and permitting and be familiar with approval procedures of regulatory agencies including but not limited to the following: Texas Department of Transportation, Texas Department of Agriculture, Texas Water Development Board, Texas Commission on Environmental Quality, Edwards Aquifer Authority, U.S. Army Corps of Engineers, Federal Emergency Management Agency, Federal Highway Administration, United States Environmental Protection Agency.

4. Grant Assistance: The selected Consultant shall, as requested, complete or assist in the completion of grant applications for CITY projects.

5. **Surveying, Easements and Related Services:** The selected Consultant shall have the capability of performing boundary surveys, topographic surveys, construction staking, prepare easement plats and easement documents, and assist in easement acquisition.
6. **Design Standard Guidance:** The selected Consultant shall have the capability and expertise to review, interpret and promulgate City standards for the design, construction, installation, location and arrangement of streets, curbs, street signs, alleys, sidewalks, septic tanks, monuments, criteria for drainage easement requirements, drainage facilities, water delivery, waste water, pedestrian ways and for the compaction of utility ditches within the right-of-way.
7. **CAD and GIS Capabilities:** The selected Consultant shall have computer aided drafting and geographical information system capabilities upon request.
8. **Meeting Attendance and Participation:** The selected Consultant may be expected to attend (via in person or videoconference at CITY's discretion) a variety of CITY meetings, including, but not limited to, planning and zoning meetings, council meetings, meetings of affected property owners, and meetings with CITY staff and developers.
9. **Work Product:** The selected Consultant will be expected to provide the CITY with copies of all work products without limitation, which shall include reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, drawings and any other documents produced in connection with the consulting relationship with the CITY in printed form, as well as in electronic form to include portable document format and the root file(s).
10. **Assignment of Professional Engineer:** The selected Consultant shall assign to the CITY a minimum of one (1) staff person who is a Professional Engineer licensed to practice in the State of Texas.
11. **Responsiveness:** The selected Consultant must commit to provide services to the CITY in a timely manner, without unreasonable delays.
12. **Proximity:** The selected Consultant must be located within reasonable proximity to the City of Terrell Hills to ensure meeting attendance if requested, meeting coordination and the conveyance of documents when sent via courier.

SUBMISSION REQUIREMENTS

CITY requires comprehensive responses to every section within this RFQ. To facilitate the review of the responses, Respondents shall follow the described format. The intent of the RFQ format is to expedite review and evaluation. It is not the intent to constrain Respondents with regard to content, but to assure that the specific requirements set forth in this RFP are addressed in a uniform manner amenable to review. Only the information provided with the SOQ's and subsequent interview, discussions, and clarifications will be used in the evaluation process and award determination.

Any SOQ that does not meet all the minimum requirements contained herein will be considered non-responsive and will not be evaluated. These minimum requirements are considered pass or fail criteria:

1. SOQs must be received by the due date and time;
2. The page limitations noted below must be strictly adhered to; page limits do not apply to a cover letter, tabs, forms, or comments on the Professional Services Agreement.
3. Certification attached as Attachment “1” must be signed and returned with the SOQ; including acknowledgement of any addenda issued.
4. Stated minimum experience level providing similar services of equal complexity and magnitude in each discipline category. Complete Attachment “2”.
5. References from entities for which the Respondent provided the services, of equal complexity and magnitude, are required. The City CANNOT be used as a reference. Complete Attachment “3”.
6. Licensed Engineer certified in the State of Texas in good standing with no debarments or discipline actions, assigned to project team. Attach copy of certification or documents from the Texas Board of Professional Engineers and Land Surveyors.
7. If submitting for surveying services, a Registered Professional Land Surveyor certified in the State of Texas in good standing with no debarments or discipline actions, assigned to project team. Attach copy of certification or documents from the Texas Board of Professional Engineers and Land Surveyors.
8. Respondent Firms must have Firm Registration number issued by the Texas Board of Professional Engineers and Land Surveyors with an active status.
9. The responding individual or business is not on the debarred vendor list with the State of Texas, or Federal Debarment List (sam.gov).

SOQs that pass the minimum requirements listed above will be evaluated, rated, and ranked, in accordance with the criteria provided below for a maximum of 100 points. CITY may request additional information, site visits, interviews, or presentations from the Respondent as part of the evaluation process.

The SOQ format shall be clearly identified in the responses and conform to the criteria as outlined in “A” through “J” as specified in the criteria listed below. There are no specific requirements on font size, spacing, margins, etc.; however, all text and figures must be clearly legible when the PDF is printed. Each page should be letter-sized (8.5 x 11 inches).

A. FIRM INTRODUCTION (10 points, 3 page maximum)

Briefly introduce your firm, providing a summary of the organization, the staff size, the length of time the firm has been engaged in projects/efforts related to general city engineering services for a Texas municipality and applicable firm registration information. Include the main office location supporting this project (presumably where the Project Manager is

located) and all other location(s) that will provide support, if applicable. Provide an organizational chart indicating the positions and names of the core team which will undertake this engagement. Provide information regarding subconsultants utilized.

B. EXPERIENCE OF THE FIRM WITH SIMILAR WORK (15 points, 3 page maximum)

CITY is interested in the firm's history with similar work as described in Attachment "2". List all recent local governments within the past five (5) years, for which your company or any member of the Firm's team has performed similar types of services. Complete Attachment "3" for each client reference provided. Experience and familiarity with Texas municipalities and their requirements and procedures will also be considered in the evaluation process. CITY may consider history of firm in complying with project programs, schedules, and budgets on previous CITY projects. Neither Attachment "2" nor Attachment "3" shall be counted toward stated page maximum.

C. RESUME OF PROPOSED PROJECT MANAGER (15 points, 2 page maximum)

CITY is interested in the individual's experience as a project manager on projects similar to that described in the solicitation with public entity clients, especially large municipalities. Only one individual should be designated as Project Manager and must be employed by the firm and not by a sub-consultant. Demonstrate project management experience, technical competency, qualifications, and compliance with legal requirements including:

- (a) documented experience managing projects similar to work described in the solicitation;
- (b) descriptions and examples of specific projects or studies of a similar nature completed by the individual as described in the solicitation and their role in the work (minimum 3, preferred 5);
- (c) educational background;
- (d) license status, to include applicable Texas registration number and expiration date;
- (e) formal project management training plus any certifications and/or accreditations offered by organizations such as the Project Management Institute (preferred, not required); and
- (f) percent availability for plan reviews, general on-call engineering services, and design/construction projects percent availability and other commitments (specific projects, role, duration) over next 18 months, and including list of any other cities where on-call CITY engineering services are provided.

D. RESUMES OF PROPOSED LEAD TECHNICAL PROFESSIONAL(S) (15 points, 1 page per lead, 3 pages maximum)

Lead technical professionals are the individuals responsible for specific technical aspects of the work (see Attachment "2"). CITY is interested in the individual(s)' experience on projects similar to that described in the solicitation. These individuals must be licensed engineers in the State of Texas at the time of submission. Demonstrate relevant technical competency, qualifications and compliance with legal requirements including:

- (a) documented experience projects similar to work described in the solicitation;

- (b) descriptions and examples of specific projects or studies of a similar nature completed by the individual as described in the solicitation and their role in the work (minimum 3, preferred 5);
- (c) educational background;
- (d) license status, as applicable, to include Texas registration number and expiration;
- (e) technical publications including books, papers, or presentations (if any); and
- (f) availability and other commitments (specific projects, role, duration) over next 18 months.

E. SUPPORT PERSONNEL EXPERIENCE (15 points, 2 pages maximum)

CITY is interested in the technical qualifications and experience of the remaining project team members. Demonstrate technical competency and qualifications in list format with the following information:

- (a) proposed role on project;
- (b) location;
- (c) years of experience;
- (d) educational background;
- (e) license status, to include Texas registration number and expiration date where applicable; and
- (f) summary of relevant experience.

F. APPROACH TO PROJECT (30 points, 4 page maximum)

Provide a narrative on Respondent's approach to the project. Include critical issues of concern and how the Respondent's team would address them. Specifically, include a description of Respondent's approach to providing Plan Review Services, as described above, where Respondent has been involved in the preparation of the current or prior plan proposed to be developed in the CITY to ensure that such conform to codes adopted by the CITY; or has been involved in the preparation of a plan adjacent or abutting a development for which the CITY has requested Plan Review Services. Include approach to quality control throughout the project. Provide a sample plan review schedule including major tasks and durations. Provide response time for on-call general CITY engineer questions.

G. COMMENTS/CHANGE REQUESTS TO STANDARD FORM OF AGREEMENT

A copy of CITY's Professional Services Agreement is attached to the RFQ. CITY retains the right to revise the Professional Services Agreement in order to comply with legal or regulatory requirements. Please provide any comments or change requests to the Agreement with the SOQ submittal on the form provided in Attachment "4". Failure to submit requested changes will affirm that the Firm willing to execute the Agreement without modification.

H. LITIGATION DISCLOSURE

Disclose any known claims for losses, damages, or indemnification, including any settled, threatened, or ongoing litigation, involving CITY and the Firm, any employee of the Firm,

and/or any proposed sub-consultant of the Firm, arising or occurring within the last 5 years. CITY reserves the right to disqualify any Respondents and/or sub-consultants based on potential or perceived conflicts of interest related to prior and ongoing claims involving CITY.

I. SERVICE OFFERINGS CHECKLIST

Provide a completed checklist as provided in Attachment “2” for services offered in local offices, services offered company-wide, and services not offered.

J. CLIENT REFERENCE FORM

Provide a completed reference as provided in Attachment “3” from each local government client your firm has worked for within the last five (5) years.

EVALUATION AND SELECTION PROCESS

CITY has attempted to provide a comprehensive statement of requirements through this solicitation for the work contemplated. Written SOQs must present Respondent’s qualifications and understanding of the work to be performed. Respondents are asked to address each evaluation criteria and to be specific in presenting their qualifications. SOQs must be as thorough and detailed as possible so that CITY may properly evaluate capabilities to provide the requested services.

CITY intends to award a Master Professional Services Agreement to the Respondent determined to be the most highly qualified to serve as the City's Engineer in accordance with Chapter 2254 of the Texas Government Code. CITY will first select the most highly qualified Respondent for the services on the basis of demonstrated competence and qualifications; and then attempt to negotiate a contract with Respondent at a fair and reasonable price. The City Council exercises its discretion in the final selection and ranking of the most highly qualified Respondent and will not be bound by the evaluation committee’s recommendation, scoring and ranking. The evaluation committee’s preliminary reviews and scoring of SOQ merely determines the top ranked Respondents who are most technically qualified as finalists and are eligible for selection and negotiation. If a satisfactory contract cannot be negotiated with the most highly qualified Respondent for the services, CITY will formally end negotiations with that Respondent; select the next most highly qualified Respondent; and attempt to negotiate a contract with that Respondent at a fair and reasonable price. CITY will continue this process to select and negotiate with Respondent until a contract is entered into.

By submission of a SOQ, Respondent acknowledges acceptance of the evaluation process and selection and ranking process, the evaluation criteria, scope of work, approach and methodology, and all other terms and conditions set forth in this RFQ. Further, Respondents acknowledge that subjective judgements must be made by CITY during this process.

Nothing in this RFQ shall preclude the CITY from retaining other engineering consultants for specialized services or individual projects when determined to be in the best interest of the CITY.

A. CLARITY AND QUALITY OF SOQ

Pass/Fail

Respondents must provide comprehensive responses to every section within this RFQ in the described format. It is not the intent of CITY to constrain Respondents with regard to content, but to assure that the specific requirements set forth in this RFQ are addressed in a uniform manner amenable to review and evaluation. Failure to do so may result in your SOQ being disqualified from further review and consideration.

B. EVALUATION CRITERIA

CITY will select the Respondent determined to be the most highly qualified based on demonstrated competence and qualifications. CITY has established specific, weighted criteria for selection. This section presents the evaluation criteria, description, and relative weight assigned to each (100 points maximum). CITY will evaluate each Respondent's responses to the requirements contained in this RFQ.

- A. (10 points) Firm Introduction
- B. (15 points) Experience of the Firm with similar work
- C. (15 points) Resume of Proposed Project Manager
- D. (15 points) Resumes of Proposed Lead Technical Professional(s)
- E. (15 points) Support personnel experience
- F. (30 points) Approach to Project

100 POINTS

TOTAL POINTS AVAILABLE

C. REFERENCE CHECKS

CITY reserves the right to check any reference(s), regardless of the source of the reference information. Information may be requested and evaluated from references. CITY reserves the right to use a third party to conduct reference checks. Only top scoring Respondents may receive reference checks and negative references in the CITY's sole determination may eliminate Respondents from further consideration.

D. INITIAL EVALUATION AND RANKING

Following the SOQ evaluation(s), CITY will compile the final scores. If the Evaluation committee determines that clarifying information is not required, the evaluation process is complete. The award recommendation will be made for the Respondent which, in CITY's opinion, is the most highly qualified.

E. INVITATIONS FOR ORAL INTERVIEWS

The Evaluation committee may conclude after completion of the SOQ evaluation(s) that oral interviews or presentations are required in order to determine the most qualified Respondent. The selection of Respondents to make presentations will be based on the initial evaluation and ranking. All Respondents may not necessarily be extended an invitation for oral interviews. CITY reserves the right to select Respondents to interview that are most susceptible of being selected for an award of a contract.

F. ORAL INTERVIEWS, PRESENTATIONS OR DEMONSTRATIONS (OPTIONAL)

Selected Respondents may be given an opportunity for oral interviews, presentations, or demonstrations. The presentation process will allow Respondents to demonstrate their SOQ offering and explain and/or clarify any unusual or significant elements related to their SOQs. At this stage, Respondents shall not be allowed to alter or amend their SOQs. The Evaluation committee will score each presenting Respondent.

10 POINTS

ORAL INTERVIEWS

G. FINAL EVALUATION AND RANKING AFTER ORAL INTERVIEWS

The Evaluation committee will make its recommendation for award to the most highly qualified Respondent based on a combination of the evaluation criteria and the oral interview, presentation, or demonstration (if utilized). Final total score will be determined using the following formula:

Initial Evaluation Score + Oral Interview Score = Final Total Score.

ATTACHMENT "1" -- CERTIFICATION AND ACKNOWLEDGEMENT

The undersigned, as an authorized agent of the Respondent, hereby certifies:

The Respondent is in receipt of _____ addenda.

The Respondent certifies:

- that (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the Contract. This section does not apply if the Company is a sole proprietor, a non-profit entity or a governmental entity; and only applies if: (i) the Company has ten (10) or more fulltime employees and (ii) this Contract has a value of \$100,000.00 or more to be paid under the terms of this Contract pursuant to Texas Government Code, Chapter 2271, Section 2271.002.
- that it does not do business with Iran, Sudan, or a foreign terrorist organization pursuant to Texas Government Code, Chapter 2252, Section 2252.153.
- that it does not boycott energy companies, and will not boycott energy companies during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.
- that it (i) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate against a firearm entity or firearm trade association during the term of the Agreement pursuant to Texas Government Code, Chapter 2274, Section 2274.002.
- that it is not (i) owned or controlled by (a) individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (ii) headquartered in China, Iran, North Korea, Russia or a designated country pursuant to Texas Government Code, Chapter 2274.
- that it is qualified to perform the work and services outlined in this RFQ.
- that the SOQ has been arrived at independently and submitted without collusion with any other Respondent, CITY staff or CITY contractor, and the contents of the SOQ have not been communicated by the Respondent or, to the Respondent's best knowledge and belief, by any one of its employees or agents to any person not an employee or agent of the Respondent, and will not be communicated to any person prior to CITY's final action on this RFP prior to contract award. Nothing in this paragraph shall be construed to prevent or preclude two or more companies or persons from joining together to submit a SOQ for the work.
- that the offers, terms and conditions of the SOQ will remain valid and effective and may be relied upon by CITY for a period of ninety (90) days following the SOQ closing date and time as identified in this RFQ or addenda.
- that it has provided disclosure of all known claims for losses, damages, or indemnification, including any settled, threatened, or ongoing litigation, as required in Submission Requirements.

Signed By: _____ Title: _____

Typed Name: _____ Company Name: _____

Phone No.: _____ Email: _____

Remit Address: _____

P.O. Box or Street

City

State

Zip

Federal Tax ID No.: _____ DUNS No.: _____

Date: _____

ATTACHMENT "2" -- SERVICE OFFERINGS CHECKLIST

Please identify which services your firm currently offers using one of the following categories below. THIS FORM MUST BE RETURNED WITH YOUR SOQ.

Service Offered (Company-wide): Firm has staff at any office location who can provide this service.

Service Offered (Local Office): Firm has staff at a local office (within 100 miles of the City of Terrell Hills) who can provide this service.

Service Not Offered: Firm does not provide this service.

List of Possible Services	Service Offered (Company-wide)	Service Offered (Local Office)	Service Not Offered
Water Transmission and Distribution Design			
Reclaimed Water Collection and Distribution Design			
Wastewater Collection and Conveyance Design			
Gas Distribution Design			
Electric Distribution and Service Design			
Water Plant Design			
Wastewater Treatment Plant Design			
Drainage Facilities Design			
Roadway Design			
Street Maintenance/Rehabilitation Design			
Pavement Management			
General Site Design			
Transportation and Traffic Engineering			
Review of Civil Construction Plans			
Review of Electric Construction Plans			
Review of Storm Water Management Plans			
Land Surveying			

Geotechnical Engineering Services			
Structural Engineering Services			
GIS Mapping Services			
ROW/Easement Acquisition Services			
Grant Acquisitions and Federal/State Funding Administration			
Resident Project Representative			
Infrastructure Construction Inspection			
Inspection of Stormwater Facilities			
Capital Improvement Projects (CIP) Management			
Sidewalk/Trail Design			
Design for Rehabilitation of Sanitary Sewer Collection Systems			
Design for Rehabilitation of Water Distribution Systems			
Design for Rehabilitation of Gas Distribution Systems			
Design for Rehabilitation of Stormwater Facilities			
Design for Rehabilitation of Water Plants			
Design for Rehabilitation of Wastewater Treatment Plants			
Water System Modeling			
Gas System Modeling			
Electric System Modeling			

ATTACHMENT “3” -- CLIENT REFERENCE FORM

Complete this form for each Local Government you have performed similar types of services within the last five (5) years. Please use the Service Offering categories as described in Attached “2” entitled Service Offerings Checklist. THIS FORM MUST BE RETURNED WITH YOUR SOQ.

Local Government (“LG”) Name	Contact Name for LG official	Job Title for LG official
Email address for LG official	Telephone No. for LG official	Address for LG official
Service offerings	Service offerings	Service offerings

ATTACHMENT "4" -- EXCEPTIONS FORM

REQUEST FOR QUALIFICATION: On-Call Civil Engineering Services

Should your firm take exception to **ANY** of the terms and conditions in the Master Professional Services Agreement, or other contents provided in the Request for Qualifications, submit the following form with your SOQ. If no exception(s) are taken, enter "NONE" for the first item. Make additional copies of this form if necessary.

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

Page Number: _____ Section Title: _____

Paragraph Number: _____ Exception Taken: _____

ATTACHMENT "5"
City Engineer Role Under the Charter

Duties and Responsibilities of City Engineer

as described in the City of Terrell Hill's Home Rule Charter.

Home Rule Charter City of Terrell Hills, Texas

Section 8 CITY ENGINEER.

- The city engineer shall be responsible for overseeing all engineering work to be done by the City. He/She shall be the adviser to the Mayor and City Council and to all boards and commissions of the City on all engineering matters and shall have such other responsibilities as the City Council may assign to him from time to time.

EXHIBIT "A"

MASTER PROFESSIONAL SERVICES AGREEMENT