



**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 #23-01**

**Issue Date: March 22, 2023**

**Response Due Date and Time (CDT):**

**April 24, 2023 @ 11:00 a.m.**

**Location for Delivery: as stated above**

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## GENERAL

In accordance with the provisions of Texas Government Code 2254 (Professional Services Procurement Act), the City of Terrell Hills (CITY) is requesting Statements of Qualifications (“SOQ”) to contract with Professional Engineering Consultant(s) (“Consultant”), which must be a sole proprietorship, partnership, corporation, or other legal entity registered to do business in the State of Texas with considerable experience in providing On-Call Civil Engineering Services for Texas Local Governments.

This Request for Qualifications (RFQ) solicits information that will enable CITY to select one or more Consultant(s) that shall provide professional services for City Engineering Services and On-Call Civil Engineering Services for Transportation, Stormwater Drainage and Water/Wastewater Utilities.

## 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 April 24, 2023**. **Solicitations are posted and available to download from: [WWW.Terrell-Hills.com](http://WWW.Terrell-Hills.com)**

Information related to this Solicitation will only be provided through the Terrell Hills City Manager. 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 if the U.S. Postal Service or any other courier system fails to deliver the sealed SOQ to the Terrell Hills City Secretary/ Manager 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](mailto: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](http://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		<b>3/22/2023</b>
Pre-Submittal Conference	9:00 A.M. CST	<b>3/29/2023</b>
Deadline for Questions and Inquiries	11:00 A.M. CST	<b>4/7/2023</b>
SOQs Closing Date and Time	11:00 A.M. CST	<b>4/24/2023</b>
CITY's Review of SOQs		<b>4/25/2023</b>
Earliest Award by CITY		<b>5/08/2023</b>

**E. PRE-SUBMITTAL CONFERENCE**

A pre-submittal conference will be conducted at the Terrell Hills City Hall located at 5100 N. New Braunfels, beginning at 9:00 A.M. central time on 3/29/2023. 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.

**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. Respondent 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 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](http://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 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.

CITY reserves the right to execute a Master Professional Services Agreement for on-call civil engineering services for transportation, stormwater drainage and water/wastewater utilities with multiple Respondents. The CITY reserves the right to engage the services of one or more successful Respondent(s) for specific civil engineering services projects on an on-call basis as said projects arise.

**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. Successful Respondent(s) 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](mailto: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 Respondent(s) it deems to be most qualified to fulfill the needs of CITY.
6. Terminate the RFQ process.

## SPECIAL PROVISIONS

Any resulting agreement may be made using federal assistance provided to the CITY OF TERRELL HILLS by the US Department of Treasury under the American Rescue Plan Act (“ARPA”), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021). Respondent agrees to comply with AMERICAN RESCUE PLAN ACT (ARPA) CONTRACT ADDENDUM attached hereto as Attachment “5” and incorporated by reference for all purposes herein. Violations of any term contained therein shall be considered a material breach of this Agreement.

## BACKGROUND AND CURRENT CIRCUMSTANCES

### A. ABOUT TERRELL HILLS , TEXAS

Terrell Hills is a suburban community off the old Austin Highway five miles northeast of downtown San Antonio in central Bexar County. The community incorporated as a municipality on May 1, 1939. Late in 1957 Terrell Hills adopted a home-rule charter.

### B. LOCATION AND DESCRIPTION OF PROJECT

The CITY is seeking a Statement of Qualifications (SOQ) from qualified civil engineering consulting firms (Firm) to provide City Engineering Services for the City of Terrell Hills, Texas. Engineering services to be provided include: project design services for transportation (streets, traffic control devices, etc.), drainage, and utilities (water and wastewater), and general professional engineering services as requested.

The City of Terrell Hills has adopted a City Code along with other design and construction manuals for the development of the CITY, which can be found on the CITY’s website. The CITY is seeking a consultant to designate as the “City Engineer” to perform the services required of that position as outlined in the City Charter and City Code of Ordinances. The CITY is also seeking consultant(s) to provide “on-call” engineering services for various, yet-to-be-determined, projects and tasks as may be required from time to time, which are typical of a rapidly growing city.

## SCOPE OF WORK

### A. GENERAL

Consultant(s) shall provide civil engineering services on an on-call basis for specific projects. 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)
- General Civil Engineering Services, as requested.

Consultant(s) may be required to perform site visits, document site observations, participate in progress meetings, upload reports to SharePoint, verify compliance with specifications, and other services to support quality assurance efforts.

CITY reserves the right to solicit multiple consultants within the three-year (3-yr) term.

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 may be designated as the role of City Engineer for City of Terrell Hills and perform all tasks required of that position pursuant to the City of Terrell Hills City Charter, and Code of Ordinances, which may be found on the CITY’s website. This position requires attendance at regular and specially called City Council meetings, Planning and Zoning meetings, as well as other meetings as required by City Manager, engineering guidance during the normal day to day operations of the CITY, and special tasks as assigned by City Manager. Please see Attachment “6” to this RFQ for an account of the services required by the City Engineer.

**C. ON-CALL SERVICES**

The CITY may issue one or more Work Orders as needed, when needed for the tasks below. The Consultant(s) 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(s) 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(s) 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(s) 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(s) 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(s) shall, as requested, complete or assist in the completion of grant applications for CITY projects.
5. **Surveying, Easements and Related Services:** The selected Consultant(s) 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(s) 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(s) shall have computer aided drafting and geographical information system capabilities upon request.
8. **Meeting Attendance and Participation:** The selected Consultant(s) 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(s) 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(s) 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(s) must commit to provide services to the CITY in a timely manner, without unreasonable delays.
12. **Proximity:** The selected Consultant(s) 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](http://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 with ARPA funded projects 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 reserves the right to award contract(s) to one or more providers pursuant to this RFQ. CITY will first select the most highly qualified provider(s) for the services on the basis of demonstrated competence and qualifications; and then attempt to negotiate a contract with provider(s) at a fair and reasonable price. The City Council exercises its discretion in the final selection and ranking of the most highly qualified provider(s) 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 provider(s) for the services, CITY will formally end negotiations with that provider; select the next most highly qualified provider; and attempt to negotiate a contract with that provider at a fair and reasonable price. CITY will continue this process to select and negotiate with provider(s) 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.

**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 one or more Respondents 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. (15points) Resume of Proposed Project Manager
- D. (15 points) Resumes of Proposed Lead Technical Professional(s)
- E. (15points) 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(s) 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(s). 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(s) 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 "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 "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: \_\_\_\_\_

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Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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Page Number: \_\_\_\_\_ Section Title: \_\_\_\_\_  
Paragraph Number: \_\_\_\_\_ Exception Taken: \_\_\_\_\_

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## ATTACHMENT "5"

### American Rescue Plan Act (ARPA) Contract Addendum

**Notice:** The agreement, contract or purchase order to which this addendum is attached is made using federal assistance provided to the City of Terrell Hills by the US Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2021).

The following terms and conditions apply to you, the contractor or vendor, as a contractor of the City of Terrell Hills ; by ARPA and its implementing regulations; and as established by the Treasury Department. Respondent shall take all reasonable and necessary steps and shall flow down all contract clauses necessary herein to lower tier subcontractors and/or vendors to enable the City of Terrell Hills to comply with U.S. Department Of The Treasury Coronavirus Local Fiscal Recovery Fund Award Terms And Conditions (hereinafter "CLFRF Terms and Conditions"), section 603 of the Social Security Act (the Act), regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Respondent also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Respondent shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this Agreement. If any CLFRF Terms and Conditions or federal provision or law incorporated herein refers specifically to another provision as governing arrangements under the CLFRF Terms and Conditions or contracting guidelines, then such other provision also is incorporated herein by reference and Respondent and all lower-tier subcontractors or vendors shall be required to comply with its terms.

This Addendum and the agreement, contract or purchase order to which it is attached are intended to be read harmoniously together; however, in this case of conflicts, this Addendum shall supersede and take precedence over the agreement, contract or purchase order and any scope of work.

- 1. Equal Opportunity.** Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

During the performance of this contract, the contractor agrees as follows:

- (A) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color,

religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Respondent agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (B) The Respondent will, in all solicitations or advertisements for employees placed by or on behalf of the Respondent, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (C) The Respondent will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Respondent's legal duty to furnish information.
- (D) The Respondent will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Respondent's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (E) The Respondent will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (F) The Respondent will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (G) In the event of the Respondent's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Respondent may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as

provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(H) The Respondent will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subrespondent or vendor. The Respondent will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Respondent becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Respondent may request the United States to enter into such litigation to protect the interests of the United States.

**2. Small, Minority and Women Business Enterprises (2 CFR §200.321) (if applicable to this Contract)** Respondent hereby agrees to comply with the following when applicable: The requirements of Executive Orders 11625 and 12432 (concerning Minority Business Enterprise), and 12138 (concerning Women's Business Enterprise), and small business **when applicable**. Accordingly, the Respondent hereby agrees to take affirmative steps to assure that small, women and minority businesses are utilized when possible as sources of supplies, equipment, construction and services. Affirmative steps shall include the following:

- (A) Including qualified women's business enterprises and small and minority businesses on solicitation lists;
- (B) Assuring that women's enterprises and small and minority businesses are solicited whenever they are potential sources;
- (C) When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum participation by small and minority business, and women's business enterprises;
- (D) Where the requirement permits, establishing delivery schedules which will encourage participation by women's business enterprises and small and minority business;
- (E) Using the services and assistance of the Small Business Administration, and the U.S. Office of Minority Business Development Agency of the Department of Commerce; and
- (F) If any subcontracts are to be let, requiring the prime Respondent to take the affirmative steps in a through e above.

For the purposes of these requirements, a Minority Business Enterprise (MBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by members of the following groups: Black, Hispanic, Asian or Pacific Islander, American Indian, or Alaskan Natives. A Women Business Enterprise (WBE) is defined as an enterprise that is at least 51 percent owned and controlled in its daily operation by women.

**3. Suspension and Debarment. (applies to all purchases.)**

- (A) This contract is a covered transaction for purposes of 2 CFR pt. 180 and 2 CFR pt. 3000. As such, the Respondent is required to verify that none of Respondent's principals (defined at 2 CFR § 180.995) or its affiliates (defined at 2 CFR § 180.905) are excluded (defined at 2 CFR § 180.940) or disqualified (defined at 2 CFR § 180.935).
- (B) The Respondent must comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (C) This certification is a material representation of fact relied upon by the City of Terrell Hills . If it is later determined that the Respondent did not comply with 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (D) The Respondent agrees to comply with the requirements of 2 CFR pt. 180, subpart C and 2 CFR pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Respondent further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**4. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352, as amended. (Applies to all purchases.)**

Respondent certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Respondent shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

**\*Purchases over \$100,000 - Respondents must sign the certification on the last page of this addendum\***

**5. Access to Records. (applies to all purchases.)**

- (A) The Respondent agrees to provide the City of Terrell Hills , the U.S. Department of Treasury, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Respondent which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Respondent agrees to permit any of the foregoing parties to reproduce by any means or to copy excerpts and transcriptions as reasonably needed, and agrees to cooperate with all such requests.
- (B) The Respondent agrees to provide the Treasury Department or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (C) No language in this contract is intended to prohibit audits or internal reviews by the Treasury Department or the Comptroller General of the United States.

6. **Rights to Inventions Made Under a Contract or Agreement.** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any applicable implementing regulations.
7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333) (applies only to purchases over \$100,000, when laborers or mechanics are used.)** Where applicable, all contracts in excess of \$100,000 that involve the employment of mechanics or laborers shall include a provision for compliance with 40 U.S.C. 3702 and 3704 of the Contract Work Hours and Safety Standards Act, as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 3702 of the Act, each Respondent shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. The requirements of 40 U.S.C. 3704 are applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
8. **Clean Air Act & Federal Water Pollution Control Act (applies to purchases of more than \$150,000.)**
- (A) The Respondent agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
  - (B) The Respondent agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - (C) The Respondent agrees to report each violation of the Clean Air Act and the Water Pollution Control Act to the City of Terrell Hills and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - (D) Respondent agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.
9. **Prohibition on certain telecommunications and video surveillance services or equipment (Huawei and ZTE)**
- Respondent is prohibited from obligating or expending loan or grant funds to:
- (A) Procure or obtain;
  - (B) Extend or renew a contract to procure or obtain; or



(C) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by **Huawei Technologies Company or ZTE Corporation** (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

**10. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$10,000,000.00 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Respondents must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Respondents must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

**11. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**12. Buy USA - Domestic Preference for certain procurements using federal funds.** Respondent should, to the greatest extent **practicable** under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:

- (A) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (B) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**13. Procurement of Recovered Materials: (applies only if the work involves the use of materials)**

- (A) In the performance of this contract, the Respondent shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
  - (ii) Meeting contract performance requirements; or
  - (iii) At a reasonable price.
- (B) Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- (C) The Respondent also agrees to comply with all other applicable requirements of Section

6002 of the Solid Waste Disposal Act.

#### **14. Record Retention**

Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

- (A) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
- (B) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
- (C) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
- (D) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (E) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (F) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
  - (i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
  - (ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or

computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

- 15. Energy Efficiency And Conservation, 2 CFR § 200.326 Appendix II to Part 200 (H)** If applicable to the work and services performed by RESPONDENT under the parties' AGREEMENT, RESPONDENT shall comply with the mandatory standards and policies of the state regulation promulgated in accordance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- 16. Publications.** Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."
- 17. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Respondent is encouraged to adopt and enforce on-the-job seat belt policies and programs for your employees when operating company-owned, rented or personally owned vehicles.
- 18. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Respondent is encouraged to adopt and enforce policies that ban text messaging while driving, and establish workplace safety policies to decrease accidents caused by distracted drivers.

**- This form is required only for purchases of more than \$100,000 -**

**31 CFR Part 21 – New Restrictions on Lobbying - CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit [Standard Form-LLL](#), "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Respondent understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Respondent's authorized official

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Print name of person signing above)

\_\_\_\_\_  
(Print title of person signing above)

## ATTACHMENT "6"

### City Engineer Role Under the Uniform Development Code

# Duties and Responsibilities of City Engineer

*as described in the City Charter:*

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/her from time to time.