



REQUEST FOR QUALIFICATIONS (RFQ) 2024-161

MULTI-YEAR ENGINEERING, SURVEYING, AND GEOTECHNICAL SERVICES CONTRACT

CLOSING DATE AND TIME : NOVEMBER 13,2024 2:00 P.PM.

A pre-submittal conference will be held at 10 am on Wednesday, October 30, 2024, at the City of Mesquite Arts Center at 1527 N. Galloway Avenue, Mesquite, Texas 75149, in the Rehearsal Hall.

CITY OF MESQUITE, TEXAS
757 N. Galloway, Mesquite, Texas 75149

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Attachments

- Conflict of Interest Questionnaire
- Standards of Conduct
- Non-Exclusive Affidavit for General Contractors
- Prohibition on Contracts with Companies Boycotting Israel
- Disadvantaged Business Enterprise (DBE)
- Statement of Qualifications Response Form
- City of Mesquite Statement of Qualifications Response Form
- Selection Matrix
- Engineering Consultants Expectations
- Example of City of Mesquite Consultant Contract

Request for Qualifications

RFQ No. 2024-161

Sealed responses, as set forth and required in the request for qualifications (either of which shall hereinafter be referred to as the "RFQ") addressed to the Mayor and City Council of the City of Mesquite, Texas, will be received at the office of Ryan Williams, Manager of Purchasing at City Hall, Purchasing Division, 2nd Floor, 757 North Galloway Avenue, Mesquite, Texas 75149 until

2:00 pm on Wednesday, November 13, 2024, for the following: **Multi-Year Professional Engineering, Surveying, and Geotechnical Services Contract**

As outlined in the RFQ, the City intends to identify up to six (6) firms in each category to perform engineering, surveying, and geotechnical services, including but not limited to planning, design, and construction administration for projects identified by the City's Engineering Department for the next three to five years.

A pre-submittal conference will be held at 10 a.m. on Wednesday, October 30, 2024, at the City of Mesquite Arts Center at 1527 N. Galloway Avenue, Mesquite, Texas 75149, in the Rehearsal Hall.

Questions due: Due by 5:00 P.M. on Thursday, November 7, 2024.

Submissions must include the following on the exterior of the package:

Response to Request for Qualifications No. 2024-161, Multi-Year Professional Engineering, Surveying, and Geotechnical Services Contract

Inquiries regarding this Request for Qualifications must be emailed to John Mears, PE, CFM, City Engineer, to jmears@cityofmesquite.com. Emailed requests must include the following reference in the email subject line: RFQ for Engineering and Design Services.

The City of Mesquite reserves the right to reject any and all submittals.

CITY OF MESQUITE, TEXAS

Sonja Land
City Secretary

CITY CONTRACT: 2024-161

Publish: October 17, 2024
October 24, 2024

General

Introduction

The City of Mesquite is requesting Statements of Qualifications to identify a team of qualified professional firms with the resources, experience, and qualifications to provide engineering, surveying, and geotechnical services to the City. The City will utilize these firms on an 'as needed' basis to assist City Staff with the study, design, bidding, and construction services of capital improvement projects. The City typically has an annual budget of over \$25 - \$50 million for road, drainage, water, sewer, and other capital improvement projects.

The selection of a firm does not guarantee that the City will enter into a contract with the firm nor that the City Council will allocate funds for project-related work.

Contract Term

The City intends to award professional service contract(s) for projects on a case-by-case basis to firms from a list developed from this RFQ, for an initial period of three years from January 2025 through December 2027. Upon completion of the initial three years, the City may continue to award contracts to selected firms for an additional two years based on this RFQ.

The City reserves the right to remove a firm from the list during the duration of use. Reasons for removal include but are not limited to, the firm's inability to meet requirements of City's Standard Consultant Contract and the City's Engineering Consultant Expectations document, failure to meet deadlines, failure to design to budget, previous project performance or changes to firm that results in qualifications differing from those submitted in the SOQ.

If determined to be in the City's best interest, the City may award work to firms that were not selected under this RFQ.

Project Description

Provide professional Engineering, Surveying, and Geotechnical Services to the City of Mesquite during the defined contract period(s) approved by the governing body. The City is seeking to select up to six (6) firms per project category and establish a contractual relationship to assist the City with all or some of the aspects of planning, design, survey, and construction administration of future capital improvement projects. Once funded, the selected firm(s) will be retained to provide the design and construction services necessary to implement the projects.

The City of Mesquite may select one or more (up to 6) firms for each of the following categories and seeks to qualify both large and small firms to best match the complexity and needs of future projects:

- Category 1: Transportation Focused Projects
 - Road Corridor Design and Reconstruction Projects – Including all elements needed for a complete corridor but not limited to:
 - Drainage
 - Utilities
 - Structures
 - Streetscaping and Landscaping
 - Traffic Items
 - Alley Reconstruction Projects
 - Pedestrian and Bicycle Facilities Projects, including trailheads
 - Thoroughfare and Master Planning

- Category 2: Traffic Focused Projects
 - Traffic Projects- including Traffic Signals, Signal Timing, Intelligent Transportation Systems (ITS), School Zone Improvements, Intersections, Illumination
 - Studies- including Traffic and School Zone
 - Plan and Study Reviews- including Development Application, School Impact Analysis, and Traffic Impact Analysis (TIA)
 - Grant Applications- including Highway Safety Improvement Plan (HSIP), Safe Routes to Schools (SRTS), and Safe Schools for All (SS4A)
 - Training- training City Staff on various field equipment and processes
- Category 3: Water and Wastewater Focused Projects
 - Utility Line Rehabilitation/replacement (conventional and trenchless)
 - New Main Construction – primarily water transmission mains and sanitary sewer trunk mains.
 - Sanitary Sewer Aerial Crossings
 - Elevated Tanks and Ground Storage Tanks
 - Pump Stations/Lift Stations
 - SCADA
 - Flow Monitoring
 - Master Planning
- Category 4: Drainage/Flood Control Focused Projects
 - Storm Sewer Systems/Culverts
 - Drainage Channels
 - Flood Study Applications and Reviews, including FEMA CLOMR and LOMR
 - Corps of Engineers, Environmental Permitting
 - Master Planning
- Category 5: Surveying
 - Boundary Survey
 - Topographical Survey
 - Metes and Bounds
- Category 6: Geotechnical and Construction Materials Testing
 - Borings/Cores
 - Geotechnical Report
 - Pavement/Structure Design
 - Construction Materials Testing (concrete, subgrade, asphalt, etc.)

The scope of the professional services work in this RFQ is not all-inclusive. If determined to be in the City's best interest, the City may award work to firms with special skills or experience that were not selected under this RFQ. Award of a contract or subsequent assignment as part of the awarded contract will not disqualify a firm from responding to any future projects for which a project-specific RFQ may be issued.

Potential Project Elements

The contracts for this RFQ shall be awarded on an individual project basis and tailored to meet the project's needs. The City's project manager will evaluate the selected firms concerning the project needs and negotiate scope and fee at that time. A sample contract used by the City of Mesquite for consultant services is attached. Responding firms shall review the attached contract and become familiar with the insurance requirements and general considerations the City requires for contracting with a consulting firm. Selected firms are expected to be able to meet all the conditions outlined in the attached contract example. This City reserves the right to alter the sample contract to fit the needs of each project.

Firms should demonstrate throughout their SOQ in their project examples and firm qualifications that they will be capable of 1) Managing multiple design and construction contracts to a coordinated and predictable outcome, 2) Meeting project goals within scope, budget, and schedule, 3) Implementing a QA/QC program, 4) Providing consistency between projects by utilizing the City's Standard Details, Design Criteria Manual, and Specifications when provided, 5) Providing reporting of project progress and project financials and 6) Design projects of varying complexity for the City of Mesquite.

In evaluating the firm's category specific project experience, the selection committee will determine if the firm's past project experience and firm's resources demonstrate the firm is capable of handling a variety of potential scope of work items including but not limited to:

- Preliminary Research and Investigation
 - Site Investigation/Assessment
 - Preliminary Engineering Report (PER) with Cost Estimate
 - Environmental Services and Environmental Permitting
 - Review and recommendation of contract scope and phasing
- Survey
 - Preparing all right-of-way and easement parcel maps and metes and bound descriptions for acquisition
 - Coordinating and scheduling the acquisition requirements
 - Topographical Surveys
- Design Services
 - Plans, Specifications, and Estimates (PS&E)
 - Preparation of contract documents or portions thereof
 - Constructability Reviews
- Construction Phase Services,
 - RFI responses, shop drawing and submittal reviews, claims review, and construction update meetings
 - Construction Administration, Management, Pay Estimate Review, and Inspection
 - Project Close Out, Record Drawings, and one-year inspection/project closeout
- Coordination
 - Coordination with City of Mesquite and other entities/agencies as necessary
 - Preparing submissions, coordinating approvals, and tracking compliance with grant terms with grant agencies – it is anticipated some of the projects will be grant-funded and must comply with TXDOT grant requirements – see <http://www.txdot.gov/government/processes-procedures/lgp-toolkit.html> for more information or FTA grant requirements – see FTA Circular 5010.1D,
 - Obtaining all permits necessary to construct the project
 - Coordinating utility relocation with all public and private utilities
- Miscellaneous
 - Public Involvement
 - Alternative Delivery Analysis and Recommendations
 - Milestone and Financial Reporting
 - Bid Phase Services – review bid tab, check references, make a recommendation

Statement of Qualifications Format and Requirements

Submit one (1) original hard copy and one (1) complete consolidated electronic copy in PDF format on flash drive

that connects to a computer via a USB port. Response to this RFQ should be limited to single-sided 8½" x 11" sheets. Each section shall be identified and tabbed.

Required Sections:

1. **City of Mesquite Statement of Qualifications Response Form** – This form can be found in the attachments of the RFQ.
2. **Introductory Letter** (Maximum 1 Page) – A letter of interest indicating why the firm is interested and qualified to perform services.
3. **Qualifications of Responding Firm** (Maximum 4 Pages) – The responding firm shall provide written pertinent information about the firm. Section should include:
 - a. Local Office(s) Qualifications detailing the following for each local office (for the purpose of this RFQ, the term 'local office' refers to the offices located within the North Texas region):
 - i. Location Address
 - ii. Number of technical and professional personnel by discipline and training
 - iii. Resources available
 - b. Firm's overall ability
 - i. Current workload and projected workload for the next year
 - ii. Resources available that the firm would be able to allocate to the project
 - iii. Describe your Quality Assurance/Quality Control processes, including your tracking system(s) that will be used to monitor budget, schedule, and scope.
 - iv. Indicate the firm's approach to Project Management. Describe all elements of your approach, including how your approach addresses contingencies that may arise during projects, how to resolve issues within the project team, and how your firms will manage the design.
 - v. Copy of the firm's current licensing
4. **Proposed Project Staff** (Maximum 10 Pages) - Provide a statement identifying the key personnel directly assigned to primary areas. State the qualifications and related experience of each member of the proposed project team and designate each team member's location and employment, e.g., company employee, subconsultant employee, contract employee, etc. Demonstrate Individual's relevant experience to the type of work solicited. Provide an Organizational Chart with roles and responsibilities of key individuals assigned to support the project. Include the State of Texas professional registration numbers for individuals who will have to do design, inspection, surveying, and testing. Respondent must be registered, or have personnel on their direct staffs registered in the professional services discipline required to perform the services requested.

One person shall be designated as the primary contact for the City of Mesquite throughout the contract term. The Respondent agrees that the primary contact assigned shall remain available for the entirety of the term as long as that individual is employed by the Respondent or unless the City of Mesquite agrees to a change in the key personnel.

5. **Firm's Knowledge of the City of Mesquite** (Maximum 2 Pages) – This section should detail the firm's knowledge of working in, near, and/or with the City of Mesquite. Firm should indicate previous work completed in the City of Mesquite and the firm's knowledge of pertinent construction materials, vendor facilities, and standard practices. Firm should also outline known challenges the City of Mesquite faces and proposed methods to tackle those challenges.

6. **Category Specific Project Experience** (Maximum 3 Pages Per Category Submitting for) – The responding firm shall provide written pertinent information about the firm and related experience within the past five years and within the North Texas region for each project category. Each project listed should include a reference with contact information. Previous project experience should describe at a minimum:
- a. Project location and description
 - b. Firm's role (primary, sub-consultant, etc.)
 - c. Project owner with contact information
 - d. Project manager within the firm
 - e. Dates of design and construction

Selection Process Overview

The selection matrix, indicating scoring categories and criteria used by the selection committee when evaluating Statements of Qualifications, is included as an attachment for reference. Selection will be based on demonstrated experience and technical expertise in each project category including planning, design, contract administration, and construction inspection. Other essential traits for successful project execution are the ability of the firm to work in partnership with City of Mesquite staff and management and with other consultants and contractors who may be part of a project and the ability of the firm to respond promptly to any issues that may arise. The City of Mesquite seeks to qualify both large and small firms to match complexity and needs of future projects. Staff will not evaluate a firm based on sub-consultants. The use and evaluation of sub-consultants will be considered at the time of selection for a specific project.

The City reserves the right to request an interview with respondents. Based on the SOQs and interviews (if requested), the Selection Committee will rank the respondents and qualify up to 6 firms for each project category. Firms may be selected in more than one category.

As projects are developed, the City will evaluate the firms selected in each category and select the most qualified firm based on firm's performance on past and current projects, familiarity with the project and project elements, current workload, technical capabilities provided by the firm and needed for project and size and complexity of the project in relation to firm. Staff may choose to interview two or more firms that were selected by this general RFQ for a more project-specific interview before making a selection for a specific project.

As need is determined by the City's Engineering Department, the selected firm will then be requested to provide proposals for specific projects. Along with the scope of services, the firm will submit applicable cost information (i.e., salary rates for various classifications of personnel, and indirect cost derivation, and a schedule of rates for other direct costs). The price proposal should substantially reflect the same composition and level of involvement as required to address the agreed Scope of Services.

Suppose a mutually agreeable cost/price proposal cannot be negotiated. In that case, the City of Mesquite will formally end the negotiation and proceed to select and negotiate with the next firm qualified in the applicable project category.

Instructions for Submittal of Statement of Qualifications (SOQ)

Qualification packages must be submitted no later than 2:00 pm, Wednesday , November 13, 2024 to the address listed below:

City of Mesquite
Attn: Mayor and City Council
c/o Ryan Williams
757 North Galloway Avenue
Mesquite, Texas 75149

Submissions must include the following on the exterior of the package:
Response to Request for Qualifications No. 2024-161
Multi-Year Professional Engineering, Surveying and Geotechnical Services Contract

Inquiries regarding this Request for Qualifications must be emailed to John Mears, PE, CFM, City Engineer, to : jmears@cityofmesquite.com. Emailed requests must include the following reference on the email subject line: 2024-161 RFQ for Engineering and Design Services. Questions must be submitted by 5:00 pm on Thursday, November 7, 2024.

By submitting your letter of interest and qualification statements in response to this announcement, you are certifying that neither your firm nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this procurement process by any Federal department or State agency, or other governing body. Further, if such a debarment or suspension occurs during the procurement process, you shall inform the City of Mesquite.

No submitting firm shall, directly or indirectly, engage in any conduct (other than the submission of the RFQ or other prescribed submissions and/or presentations before the Consultant Selection Committee) to influence any employee or elected official of the City of Mesquite concerning award of a contract as a result of this solicitation. Violating this prohibition may result in disqualification of the firm from further participation in the solicitation for services or goods sought herein, or from participation in future City of Mesquite solicitations or contracts.

CONTRACTING WITH THE CITY OF MESQUITE

Updated: June 12, 2024

Conflict of Interest Questionnaire and Disclosure of Interested Parties (Form 1295)

The Respondent will be required to comply with the following:

Chapter 176 of the Texas Local Government Code is an ethics law that was initially enacted by the Texas Legislature with HB 914 in 2005 that requires disclosure of employment and business relationships local government officers may have with contractors, consultants and vendors who conduct business with local government entities. The law applies to any written contract for the sale or purchase of real property, goods, or services. Further information regarding Texas Conflict of Interest laws and the **Conflict of Interest Questionnaire** (FORM CIQ) can be found at the Texas Ethics Commission website at the following web address:

<https://www.ethics.state.tx.us/forms/conflict/>

A *sample* FORM CIQ has been provided in the following pages. It is recommended to utilize the form at the link above. Please complete and submit with response.

Section 2252.908 of the Texas Government Code was enacted in 2015, by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (FORM 1295) to the governmental entity at the time the business entity submits the signed contract to the governmental entity. Further information regarding the disclosure of interested parties' law and FORM 1295 can be found at the Texas Ethics Commission website at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Please **DO NOT** complete Form 1295 until notified of contract award and requested by the Purchasing Division to electronically file Form 1295 with the Texas Ethics Commission.

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

Standards of Conduct

The City of Mesquite conducts business with the public, business partners, vendors and contractors under a set of rules to ensure that all City officials and employees discharge their duties in a manner designed to promote public trust and confidence in our city. This code of ethics, titled Standards of Conduct, is taken from the Mesquite City Code, Chapter 2, Art. IV, Sec 2-123.

The City wants you to be aware of the rules that its employees are required to follow while performing their services to you. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by outlining these rules for you, your experience in dealing with the City of Mesquite will be both rewarding and satisfactory.

Acceptance of Gifts or Gratuities

Accepting gifts or gratuities by employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Please do not offer employees any gift, loans or any other thing of value.
- Employees may not receive any fee or compensation for their services from any source other than the City, so please don't offer.
- Please do not offer to buy meals for employees.
- Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors for exceptional service by employees are always welcome.

Conflicts of Interest

Employees are prohibited from engaging in any outside activities that conflict with, or have the appearance of conflicting with, the duties assigned to them in the employment of the City.

- Please do not ask employees for any special favor or consideration that is not available to every other citizen.
- Please do not ask an employee to disclose any information that is not available to every other citizen through normal public information channels.
- Please do not offer to compensate the employee by offering to hire, or do business with any business entity of the employee or family member
- Do not ask employees to represent you or your company or make any recommendations on your behalf other than those that are a part of their official duties with the City.
- Please do not ask employees to endorse the products or services of your company.
- Please do not ask employees to hand out or post advertising materials.

Solicitation by City Employees

Employees may not solicit gifts, loans, or any other items of value from people doing City business that will be used by them personally.

- If you are asked to pay a fee for services that you believe is improper or illegal, please contact the City's ethic's officer at **972-329-8723**. (payments should only be made to designated cashiers or clerks)
- Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the City.

Use of City Equipment, Facilities and Resources

Use of City equipment, facilities and resources is authorized only for City purposes and for those activities permitted by City ordinance and policy.

- Please do not ask employees to use City equipment to run errands or perform tasks for your benefit.
- Employees may not perform tasks, nor conduct any business not related to their official duties while on City time.

Your Rights and Expectations

When dealing with employees of the City of Mesquite you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Mesquite and our goal is to serve them to the best of our ability.

Should you have any concerns or questions concerning this information or the conduct of any of our employees please contact the City's ethics officer at 972-329-8723. All calls to the City's ethics officer are confidential and your name (or any other identifying information) will not be disclosed.

Cliff Keheley
City Manager

**INSURANCE VERIFICATION PROGRAM
LETTER OF AUTHORITY**

TO: All Awarded Vendors

RE: Insurance Verification

Dear Vendor:

The City of Mesquite has provided Insurance Certificate Administrators (ICA) authority to monitor certificates of insurance, endorsements and other policy information from our vendors and contractors. ICA will request, receive, evaluate and order corrections from such companies.

ICA will provide the City of Mesquite with verification that any insurance document your agent or insurer certifies conforms to the contract requirements.

It is necessary that you have your agent or insurer promptly cooperate with ICA by having them provide the information ICA requests.

All correspondence regarding certificates of insurance and insurance policy information for the City of Mesquite should be sent to the following address. There is no need to provide copies to the City of Mesquite.

City of Mesquite
C/o ICA
input@icaprogram.com
P.O. Box 2566
Fort Worth, TX 76113-2566
Phone: 817-332-5313

Please forward the enclosed instructions to your agent/broker. Thank you for your cooperation.

INSURANCE

For Architectural Service Contracts in the Amount of \$50,000 or less:

- General Liability for bodily injury, death, or property damage with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- General Liability for bodily injury, death, or property damage with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- Professional Liability/Errors & Omissions coverage with minimum limits of \$500,000 per Claim (with no less than a two-year ERP).
- Auto Liability with minimum limits of \$500,000 Combined Single Limit.
- The Certificate(s) must include a statement listing the City of Mesquite, Texas as additional insured on the General Liability coverages.
- Employers Liability with minimum limits of \$100,000 Occupational Disease, \$100,000 per Accident, and \$100,000 per Employee.
- The Certificate must include a statement providing a Waiver of Subrogation on the Employer's Liability, as well as the General Liability coverage.
- All Certificates must provide for at least 30-day's notice of cancellation and bear an authorized signature.
- All deductibles, self-insured retentions must be noted on the Certificates.
- Claims-made policies are only acceptable for the Professional Liability policy.
- Declarations or copies of policies, in addition to a certificate of insurance, must be provided if requested by the City.
- All coverages must be afforded by a carrier that is licensed or authorized to sell insurance in Texas and have an AM Best rating of A- and a financial solvency rating of VII or better.

For Architectural Service Contracts in an Amount greater than \$50,000:

- General Liability with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- Professional Liability/Errors & Omissions coverage with minimum limits of \$1,000,000 per Claim (with no less than a two-year ERP).
- Auto Liability with minimum limits of \$500,000 Combined Single Limit required.
- The Certificate(s) must include a statement listing the City of Mesquite, Texas as additional insured on the General Liability coverages.
- Employers Liability with minimum limits of \$100,000 Occupational Disease, \$100,000 per Accident, and \$100,000 per Employee.
- The Certificate must include a statement providing a Waiver of Subrogation on the Employer's Liability, as well as the General Liability coverage.
- All Certificates must provide for at least 30-day's notice of cancellation and bear an authorized signature.
- All deductibles, self-insured retentions must be noted on the Certificates.
- Claims-made policies are only acceptable for the Professional Liability policy.
- Declarations or copies of policies, in addition to a certificate of insurance, must be provided if requested by the City.
- All coverages must be afforded by a carrier that is licensed or authorized to sell insurance in Texas and have an AM Best rating of A- and a financial solvency rating of VII or better.

**PROHIBITION ON CONTRACTS WITH
COMPANIES BOYCOTTING ISRAEL**

House Bill 89, effective September 1, 2017, amended the Texas Government Code to add Chapter 2270, Prohibition on Contracts with Companies Boycotting Israel. Effective September 1, 2017, a state agency and a political subdivision (which includes a city) may not enter a contract with a company for goods or services unless the contract contains a written verification from the company that: (i) it does not Boycott Israel; and (ii) will not Boycott Israel during the term of the contract.

“Boycott Israel” is defined to mean refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. “Company” is defined to mean a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit. The term “Company” does not include sole proprietorship.

I, _____, the _____
(Name of Certifying Official) (Title or Position of Certifying Official)

of _____,
(Name of Company)

does hereby verify on behalf of said company to the City of Mesquite that said company does not Boycott Israel and will not Boycott Israel during the term of this contract.

Signature of Certifying Official

Title

Date of Certification

DISADVANTAGED BUSINESS ENTERPRISE (DBE) INFORMATION

Disadvantaged Business Enterprises (DBEs) are encouraged to participate in City of Mesquite's bid. The Purchasing Office will provide additional clarification on specifications, assistance with Bid Proposal Forms and further explanation of bidding procedures to those DBEs who request it.

Representatives from DBE companies should identify themselves as such and submit a copy of the Certification.

The City of Mesquite recognizes the certifications of both the State of Texas General Services Commission HUB Program and the North Central Texas Regional Certification Agency. All companies seeking information concerning DBE certification are urged to contact

State of Texas HUB Program
General Services Commission
PO Box 13047
Austin, TX 78711-3047
512-463-5872

OR

North Central Texas
Regional Certification Agency
624 Six Flags Drive, Suite 216
Arlington, TX 76011
817-640-0606

If your company is already certified, attach a copy of your certification to this form and return with your bid.

FIRM NAME SUBMITTING THE BID

REPRESENTATIVE

TITLE OF AUTHORIZED REPRESENTATIVE

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

FACSIMILE NUMBER

Indicate all that apply:

- Minority-Owned Business Enterprise
- Women-Owned Business Enterprise
- Disadvantaged Business Enterprise

Statement of Qualification Response Form

2024-161 Multi-Year Professional Engineering, Surveying and Geotechnical Services



Firm Name: _____

Name of Person(s) authorized to represent the consultant in any negotiations and sign any contract(s) that may result:

Name Title

Please provide the address for the local office.

Address: _____

City: _____ State: _____ Zip: _____

Provide contact information should the City have any questions or updates regarding this RFQ/SOQ:

Name: _____

Title: _____

Phone: _____

Email: _____

Please check which project category the Firm is requesting to be considered for:

- Transportation Focused Projects
- Traffic Focused Projects
- Water and Wastewater Focused Projects
- Drainage/Flood Control Focused Projects
- Surveying Projects
- Geotechnical Services

Selection Matrix

City of Mesquite Multi-Year Professional Engineering, Surveying, and Geotechnical Services

Reviewer:

Date:

Criteria	Weight	Firm Score (1-10)
General	50%	
Qualifications of Responding Firm – Local Office(s) Ability <ul style="list-style-type: none"> • Sufficient staff in the local office to manage the project • Location of the firm’s staff with respect to the general geographic area of the City of Mesquite. 	15%	
Qualifications of Responding Firm – Firm’s Overall Ability <ul style="list-style-type: none"> • Quality of SOQ submitted – complete, organized, no typos, etc. • Well-developed QA/QC Process • Ability to maintain project schedule and manage to budget • Approach to project management • Workload capacity 	15%	
Proposed Project Staff - Quality of Team <ul style="list-style-type: none"> • The depth of experience of the firm’s staff in the particular field. • The firm’s ability to assign qualified staff that will be in responsible charge of the project(s) and will be able to complete the work within the time schedule required. 	10%	
The firm’s Knowledge of the City of Mesquite <ul style="list-style-type: none"> • Demonstrated an understanding of Mesquite and the unique challenges the City faces • Potential problems identified and suggested solutions • Previous experience working for and within the City 	10%	
Category-Specific Project Experience		
50%		
Category 1: Transportation Focused Projects		
Quality of past municipal project examples in the project category	25%	
Ability to design projects of varying complexity for Mesquite in the project category	25%	
Category 2: Traffic Focused Projects		
Quality of past municipal project examples in the project category	25%	
Ability to design projects of varying complexity for Mesquite in the project category	25%	
Category 3: Water and Wastewater Focused Projects		
Quality of past municipal project examples in the project category	25%	
Ability to design projects of varying complexity for Mesquite in the project category	25%	
Category 4: Drainage/Flood Control Focused Projects		
Quality of past municipal project examples in the project category	25%	
Ability to design projects of varying complexity for Mesquite in the project category	25%	
Category 5: Surveying		
Quality of past municipal project examples in the project category	25%	
Ability to complete projects of varying complexity for Mesquite in the project category	25%	
Category 6: Geotechnical Services		
Quality of past municipal project examples in the project category	25%	
Ability to complete projects of varying complexity for Mesquite in the project category	25%	

CITY OF MESQUITE PUBLIC
WORKS DEPARTMENT

ENGINEERING EXPECTATIONS AND GUIDELINES

January 2, 2013

1. General: City Staff exists to provide for the health, welfare, and safety of the citizens of Mesquite and to support the City Council in executing their duties. All property owners, including developers, will be treated with the same courtesy and respect as any other tax-paying citizen. It is the goal of the City of Mesquite to provide timely, consistent, predictable, accurate engineering guidance to encourage economic development by facilitating the smooth preparation of plans and specifications for both private and public projects. The limited size of the City's engineering staff makes meeting this goal challenging and requires the City use consultants for the majority of public works design. It is imperative that developers and consultants doing business with or for the City understand these resource limitations.
2. Codes, Standards, and Requirements: Consultants doing business in the City of Mesquite (whether for private development or for the City) are expected to be familiar with all City Codes and design standards that are available on-line.
 - Private Development - City staff has assembled resources and guidance needed for the developer and their consultant to be successful in preparing an Engineering Plan Submittal that meets City requirements. The vast majority of this information is available on the City website. Developers and their consultants must become familiar with these requirements. Questions posed by developers and consultants should be on how to interpret or apply these requirements, not on what these requirements are. Developers and consultants lose credibility with City Staff when they demonstrate they have not reviewed the Engineering Plan Submittal Requirements, and ultimately delay their project's completion.
3. Project Management:
 - a. City Projects - staff expects their prime consultants to manage all aspects of the project to ensure the timelines are met and the project delivered as scheduled. Staff expects their consultant project managers to be proactive in identifying and resolving issues that affect project schedule, budget or performance. If an issue arises City staff expects the consultant project manager to recommend a solution after developing and evaluating multiple solutions. It is not acceptable for a consultant to raise an issue and ask Staff "what do you want us to do?" without providing alternatives and a recommendation.
 - b. Private development projects - staff expects a professional project manager from the developer's lead consultant to lead the consultant team. The project manager normally comes from the architectural or civil engineering firm. The developer's project manager is responsible for ensuring the timeline is met, submittals are complete, submittals meet published Code requirements and design guidelines, and review comments are addressed. City Staff is not resourced to provide project management services for private development and will not manage the project for

the developer. Developers who attempt to manage a project without the services of a professional, dedicated project manager risk experiencing delays and cost increases in their projects.

4. Submittal Timelines:

- a. City Projects - the submittal timeline is that specified in the contract Scope of Services and is developed jointly by the Consultant and City Staff. Once the timeline is set, it is a contractual obligation. Consultants are expected to meet their submittal dates. Consultants who fail to meet their submission deadlines will be perceived as “non-responsive” and will likely receive less future work (if any) from the City. Those that meet or beat their submission deadlines will likely receive more work from the City. City projects take a “back seat” to private development projects during the City review process.
- b. Private Development Projects - submittals are made at the Developer or Consultant’s convenience. City Staff will check to first see if a submittal is complete per the Engineering Plan Submittal Requirements. If it is not, it will be returned unreviewed. If it is a complete engineering submittal, then City Staff will endeavor to return review comments on a first submittal within 21 calendar days of the submittal. Subsequent reviews will be performed in 10 calendar days. If a project takes more than two reviews, Staff will notify the Owner of the issues and coordinate a course of action to get the project back on schedule.

5. Communication: The primary means of communication with City staff is email that allows for creation of a written record. Telephone calls and meetings are secondary and generally used for project kick-offs or clarifying points in emails. Letters are generally only used for documenting “official” requests, such as requesting a variance. Consultants and developers should not “drop in” on staff without an appointment. The minimum expected frequency for project status and updates is monthly for both public and private projects but may be more or less depending on the complexity of the project. Project status updates are important to ensure something doesn’t “slip through the cracks” and should be prepared by the project manager. They also serve as a “friendly reminder” to staff that it owes the project manager a response.

6. Review Comments: City staff comments on plan and plat reviews come in two types – comments on Code or design guideline issues and “suggestions”. Staff expects all Code and design guideline comments to be clearly addressed in the subsequent review. If the consultant disagrees with the review comment, then resolve it with the appropriate staff person – do not ignore the review comment. It is staff’s responsibility to interpret and determine the intent of the Code and design guidelines.

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

Note to Consultants

This standard boilerplate for City of Mesquite Professional Services Contract must be customized for each project.

Items in the boilerplate requiring customization are generally highlighted in yellow for ease of identification. . After customization for the specific project, this yellow highlighting should be removed in the final document.

Words of instruction to the specification writer throughout the document should also be deleted (such as this note).

THIS CONTRACT was made and entered into on the date last stated below between the **CITY OF MESQUITE**, a Texas municipal corporation, hereinafter called "CITY" acting by and through Cliff Keheley, City Manager, duly authorized to act on behalf of the CITY, and **(Insert 'ENGINEER'S company name – all caps)**, a **(Insert type of legal entity and state of formation)**, hereinafter called "ENGINEER" acting by and through **(Insert name of 'ENGINEER'S project manager)**, duly authorized to so act on behalf of the ENGINEER.

WHEREAS, the CITY desires professional engineering services in connection with the **(Insert Project Title)** for the City of Mesquite, hereinafter called "the PROJECT"; and

WHEREAS, the CITY has determined that the ENGINEER has experience in the area involved in the PROJECT and is qualified to perform the work. The ENGINEER is willing to enter into a contract with the CITY to perform the engineering services desired by the CITY in connection with the PROJECT.

NOW, THEREFORE, THE CITY AND ENGINEER AGREE AS FOLLOWS:

The CITY hereby retains the ENGINEER to perform engineering services concerning the PROJECT described above.

1. SCOPE OF SERVICES

The scope of engineering services to be performed by the ENGINEER shall be as follows:

1.1 Approach to PROJECT

(Insert, in narrative form, the 'ENGINEER'S general approach to the PROJECT and a brief description of the PROJECT's goal.)

1.2 Detailed Scope of Services

The ENGINEER will perform the PROJECT-specific Scope of Services outlined in Appendix A and the Standard Engineering Contracts Required Items of Service and Deliverables in Appendix A-1, both of which are attached hereto and made a part of this CONTRACT for all purposes.

2. ' 'CITY'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, the CITY shall do the following in a timely manner:

Provide Existing Data

Insert List of Existing Data required from the CITY by the ENGINEER to complete the PROJECT here or in the Scope Appendix)

Existing data delivered to the ENGINEER by the CITY remains the property of the CITY and must be returned to the CITY after completion of the PROJECT.

Provide Standards

After authorization to proceed, if required by the Scope of Work, provide CITY standard bidding and contract documents, which will be used for public bidding of the PROJECT. If required by the Scope of Work, the ENGINEER shall provide all bid item descriptions, item quantities, special provisions, technical specifications, plans, and other project-specific information required for bidding the PROJECT in the format required by the CITY.

Provide Access

Arrange for access to and make all provisions for ENGINEER or ' 'ENGINEER'S Subconsultants to perform services under this CONTRACT.

City Representative

CITY shall designate a representative to act as a contact person on its behalf.

3. SCHEDULE

3.1 *Schedule*

The ' 'ENGINEER'S services shall be performed in a timely manner consistent with sound professional practices. The ENGINEER shall complete the Scope of Services according to the following schedule:

Please insert a schedule for the project scope with major work effort as listed in 4.2 and 4.5 with milestones, City review time (generally 4 weeks per submission), bidding of a project (minimum 2 months), obtaining required permits, etc.

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the CITY and approval by authorities with jurisdiction over the PROJECT. They shall not be allowed due to delays or adjustments to the schedule. Delays in the design critical

path caused by review times by the CITY or a permitting agency exceeding those anticipated by the 'ENGINEER'S schedule are cause for adjustments in the schedule. Any adjustments to the agreed-upon schedule shall be made in writing and acceptable to both parties.

The ENGINEER shall begin work within seven (7) days of receipt of the executed CONTRACT and written Notice to Proceed.

A schedule of completed work, including a bar graph showing the percentage completed of each of the items of the Scope of Services, will be submitted each month with the request for partial payment to the CITY.

3.2 Completion of Services

'ENGINEER'S services under each item of the finalized Scope of Services shall be considered complete when CITY accepts the submissions for that item. The CITY retains the right to reject services that do not conform to this CONTRACT.

3.3 Changes

If the CITY requests significant modifications or changes in the Scope of Services, general scope, extent or character of the PROJECT, the time of performance of 'ENGINEER'S services, the various compensation rates and schedule shall be adjusted equitably.

3.4 Written Authorization for Additional Work

Any provision in this CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER should not authorize or undertake any work pursuant to this CONTRACT that would require the payment of any fee, expense or reimbursement in addition to the fees stipulated in Section 4, "Payment for Services" of this CONTRACT, without first having obtained the specific written authority to do so from the CITY.

4 PAYMENT FOR SERVICES

4.1 Terms

Terms used in describing the applicable method of payment for services provided by the ENGINEER shall have the meaning indicated below:

Basic Engineering Fee:

Basic Engineering Fee shall mean those expenses incurred by the ENGINEER in prosecuting the PROJECT Scope of Services.

Reimbursable Expenses

Reimbursable Expenses (Miscellaneous) shall mean the actual expenses incurred by ENGINEER in the interest of the PROJECT not covered under the Scope of Services for courier or express mail service and telegrams, reproduction of reports, drawings, specifications, bidding documents, and similar PROJECT-related items in addition to those required under Section 1.

Reimbursable Expenses (Sub-consultants) shall mean the expenses incurred by the sub-consultant in the interest of the PROJECT covered under the Scope of Services. Work tasks to be performed by Sub-consultants include Design Survey from Baseline Corporation, a wholly-owned subsidiary of _____.

Additional Services

Additional services are services **not** covered under the Scope of Services. Additional Services will be provided to the CITY on an hourly basis plus reimbursable expenses as agreed upon in writing when such services are authorized.

4.2 Basis and Amount of Compensation for Basic Services

ENGINEER will perform the services described in the Scope of Services for the PROJECT for *(please tailor to the major phases of the specific project scope)* **RESEARCH DATA COLLECTION, ROW AND EASEMENT REQUIREMENTS, DRAINAGE, PRELIMINARY DESIGN, FINAL DESIGN, BID PHASES SERVICES, PUBLIC INVOLVEMENT, COST ESTIMATE, and CONSTRUCTION ADMINISTRATION** tasks for a total fee of **\$XXXXXXXX.XX** exclusive of reimbursable expenses for Basic Services.

4.3 Basis and Amount of Compensation for Reimbursable Expenses

Reimbursable Expenses (Sub-consultants and Miscellaneous) shall be reimbursed at actual cost with detailed documentation (copy of receipt or invoice) up to an amount of not to exceed **\$XXXXXXXX.XX**.

4.4 Basis and Amount of Compensation for Additional Services

Additional services shall be compensated using the *(insert 'ENGINEER's company name)* Standard Billing Rates (attached hereto as **Appendix B** and made part of the CONTRACT). No Additional Services shall be performed without the 'CITY's prior written approval.

4.5 Total Fee

(Modify the primary items of scope as needed)

Basic Services

Research and Data Collection	\$
ROW and Easement Requirements	\$
Drainage	\$
Preliminary Design	\$
Final Design	\$
Public Involvement	\$

Cost Estimate	\$
Bid Phases Services	\$
Construction Administration	\$
Total Basic Services (Lump Sum)	\$

Reimbursements (Sub-consultants)	
Survey	\$
Subsurface Utility Engineering	\$
Construction Control Survey	\$
ROW and Easement Documents	\$
Geotechnical Report	\$
Total – Reimbursements (Subconsultants)	\$

Reimbursements (Miscellaneous)	\$
---------------------------------------	-----------

Total CONTRACT Amount	\$
------------------------------	-----------

The ENGINEER shall be paid a total of \$XXXXXXX, exclusive of reimbursable expenses paid at the actual cost but which shall not exceed \$XXXXXXX, bringing the total CONTRACT amount to \$XXXXXXX.

Payment for Basic Services and Reimbursable Expenses will be due within 30 days of the invoice date.

4.6 Partial Payments for Services

Partial fee payments may be applied for at monthly intervals, based upon statements, that reflect the percentage of work completed for the various items listed under Scope of Services, Reimbursable Expenses and Additional Services. The ENGINEER shall prepare these statements and must be verified and approved by the CITY.

4.7 Delay

If 'ENGINEER'S design services or service during construction of the PROJECT are delayed or suspended in whole or in part by the CITY for more than one year for reasons beyond 'ENGINEER'S control, the various rates of compensation, including Additional Services, provided for elsewhere in this CONTRACT shall be subject to an equitable adjustment.

5 TERMINATION, SUSPENSIONS OR ABANDONMENT

5.1 Termination

The CITY or the ENGINEER may terminate this CONTRACT for reasons identified elsewhere in this CONTRACT. If such termination becomes necessary, the party effecting termination shall

notify the other party, and termination will become effective thirty (30) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause, the CITY shall, within thirty (30) calendar days of termination, remunerate ENGINEER for services rendered and costs incurred, per the terms of this CONTRACT. Services shall include those rendered up to the time of termination. All plans, field survey, and other data related to the PROJECT shall become the property of CITY upon termination of the CONTRACT and shall be promptly delivered to the CITY in a reasonably organized form and in a format acceptable to the CITY. Should CITY subsequently contract with a new Engineer for continuation of services on the PROJECT, ENGINEER shall cooperate in providing information. No amount shall be due for lost or anticipated profits.

5.2 Suspension

If the CITY suspends the PROJECT (in writing) for more than 30 consecutive days, the ENGINEER shall be compensated for services performed before notice of such suspension. When the PROJECT is resumed, the 'ENGINEER'S compensation shall be equitably adjusted to provide for expenses incurred in the interruption and resumption of the 'ENGINEER'S services.

5.3 Contract Termination Due to Project Cancellation

The CITY may terminate the CONTRACT upon not less than seven- (7) days written notice to the ENGINEER that the PROJECT is canceled.

5.4 Failure to Pay

Failure of the CITY to make payments to the ENGINEER in accordance with this CONTRACT shall be considered substantial nonperformance and cause for termination.

Suppose the CITY fails to make payment to ENGINEER within thirty (30) days of a statement for services properly performed. In that case, the ENGINEER may suspend performance of services under this CONTRACT upon fourteen (14) days written notice to the CITY. Unless ENGINEER receives payment in full within fourteen (14) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services under this section, the ENGINEER shall have no liability to the CITY for delay or damage caused the CITY because of such suspension of services.

6 GENERAL CONSIDERATIONS

6.1 Professional Standards

Services performed by the ENGINEER under this CONTRACT will be conducted with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer. The ENGINEER shall comply with the applicable laws and rules of the current "Texas

Engineering Practice Act" the "Professional Land Surveying Practices Act" and the "Texas Board of Professional Land Surveying General Rules of Procedures and Practices" The ' 'CITY'S approval, acceptance, use of or payment for all or any part of the ' 'ENGINEER'S services herein under or of the PROJECT itself shall in no way alter the ' 'ENGINEER'S obligations or the ' 'CITY'S rights thereunder.

6.2 Progress and Performance

The provisions of this CONTRACT and the compensation to ENGINEER have been agreed to in anticipation of continuous and orderly progress through the completion of the ' 'ENGINEER'S services. Time for performance shall be extended to the extent necessary for delays due to circumstances over which the ENGINEER has no control. If the ' 'ENGINEER'S services are suspended or delayed, the performance times shall be extended to the extent of such delay or suspension. A delay or suspension shall not terminate this CONTRACT unless ENGINEER elects to terminate in accordance with the provisions of Section 5 of this CONTRACT. If a delay or suspension extends for a period of greater than one year for reasons beyond the ENGINEER'S control , the fees and rates of compensation set forth in Section 4 shall be subject to re-negotiating.

6.3 City Control

It is understood and agreed that the CITY shall have complete control of the services to be rendered and that no work shall be done under this CONTRACT until the ENGINEER is instructed to proceed with the work.

6.4 Independent Agent

ENGINEER and CITY agree that ENGINEER and any officer, employee, or agent of ENGINEER, in the performance of this CONTRACT shall act independently and not as an officer, agent, or employee of the CITY.

6.5 Compliance with Laws

ENGINEER shall at all times observe and comply with all Federal, State, and local laws, ordinances, and regulations, including all amendments and revisions thereto, in the execution of all work in connection with this PROJECT, specifically and not limited to any laws relating to conflicts of interest. In particular, ENGINEER is put on notice that CITY will require compliance with Chapter 176 of the Texas Local Government Code (hereinafter referred to as "Chapter 176") requiring any person who contracts or seeks to contract with the CITY to disclose potential conflicts of interest as defined in Chapter 176 by completing the attached Conflict of Interest Questionnaire and returning to the CITY in accordance with provisions thereof. Failure to comply with any applicable laws, including provisions of Chapter 176, may result in (i) the forfeiture by ENGINEER of all benefits of this CONTRACT, (ii) the retainage by CITY of all services performed by ENGINEER, and (iii) the recovery by CITY of all consideration, or the value of all consideration, paid to ENGINEER pursuant to this CONTRACT.

6.6 No Additional Work without Authorization

Any provision in the CONTRACT notwithstanding, it is specifically understood and agreed that the ENGINEER shall not authorize or undertake any work pursuant to this CONTRACT which would require the payment of any fee, expense, or reimbursement in addition to the fee stipulated in Article 4 of this CONTRACT, without having first obtained specific written authority therefor from the CITY.

6.7 Assignment & Sub-contracting

This CONTRACT shall not be assigned or sub-contracted in whole or part without the written consent of the CITY.

6.8 INDEMNIFICATION

ENGINEER, ITS OFFICERS, AGENTS AND EMPLOYEES AGREE TO ASSUME RESPONSIBILITY AND LIABILITY AND SHALL WAIVE ANY AND ALL CLAIMS, RELEASE, INDEMNIFY AND HOLD HARMLESS, AT 'ENGINEER'S COST, THE CITY, ITS CITY COUNCIL, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES, DEMANDS OR SUITS FOR INJURIES, DAMAGES, LOSS, OR LIABILITY OF WHATEVER KIND OF CHARACTER, ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE BY THE ENGINEER OF THOSE SERVICES CONTEMPLATED BY THE CONTRACT, TO THE EXTENT THAT SUCH DAMAGE IS CAUSED BY OR RESULTS FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS AND SUBCONTRACTORS, WHETHER OR NOT CAUSED SOLELY BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS OR SUBCONTRACTORS OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE, §271.904 AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, §130.002(B).

INDEMNIFIED ITEMS SHALL INCLUDE REASONABLE 'ATTORNEY'S FEES AND COSTS, COURT COSTS AND SETTLEMENT COSTS IN PROPORTION TO THE 'ENGINEER'S LIABILITY.

ENGINEER AGREES THAT THE ENGINEER IS SOLELY RESPONSIBLE FOR THE SAFETY OF ENGINEER AND ITS EMPLOYEES IN THE PERFORMANCE OF THIS CONTRACT AND AGREES TO HOLD HARMLESS CITY, ITS OFFICERS AND AGENTS FROM AND AGAINST ANY LIABILITY ARISING FROM THE PERSONAL INJURY OR DEATH OF THE ENGINEER OR THE EMPLOYEES OF THE ENGINEER ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT.

6.9 Insurance

ENGINEER shall procure, pay for, and maintain during the term of this CONTRACT, with a company authorized to do business in the State of Texas and otherwise acceptable to CITY, the minimum insurance coverage contained in **Appendix C**, attached to and made a part of this CONTRACT.

CITY's approval, disapproval, or failure to act regarding any insurance supplied by ENGINEER or its subcontractors or consultants shall not relieve ENGINEER of full responsibility or liability for damages, errors, omissions or accidents as set forth in this CONTRACT. ENGINEER'S insurer bankruptcy or insolvency or any denial of liability by 'ENGINEER's insurer shall not exonerate ENGINEER from the liability or responsibility of ENGINEER set forth in this CONTRACT.

6.10 Property

All documents, including drawings, field notes, surveys, tracings, calculations, computer input and output, digital or computer files, etc., prepared by the ENGINEER pursuant to this CONTRACT shall become the property of the CITY. The ENGINEER may retain copies of all documents. Any reuse of the documents shall conform to The Texas Engineering Practice Act.

6.11 Governing Law

This CONTRACT has been made under and shall be governed by the laws of the State of Texas. The parties agree that the performance and all matters related thereto shall be in Dallas County, Texas.

6.12 Miscellaneous

Pursuant to Section 2271.002, Texas Government Code, unless otherwise exempt, ENGINEER hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 USC Section 4607, agrees it will not boycott Israel during the term of the Contract. As used in the immediately preceding sentence, "boycott Israel" shall have the meaning given such term in Section 2271.001, Texas Government Code.

ENGINEER further represents that (i) it does not engage in business with Iran, Sudan, or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, "foreign terrorist organization" shall have the meaning given such term in Section 2252.151, Texas Government Code.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the ENGINEER employs at least ten (10) full-time employees and this Contract has a value of at least \$100,000 that is paid wholly or partly from public funds of the governmental entity, the ENGINEER represents that: (i) the ENGINEER does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) the ENGINEER will not discriminate

during the term of the Contract against a firearm entity or firearm trade association.

Pursuant to Texas Government Code Chapter 2274, unless otherwise exempt, if the ENGINEER is a company with at least ten (10) or more full-time employees and has a value of at least \$100,000 or more that is paid wholly or partly from public funds of the governmental entity, the ENGINEER represents that: (i) the ENGINEER does not boycott energy companies, and (ii) will not boycott energy companies during the term of the CONTRACT.

6.13 Severability

. Suppose any part of this CONTRACT shall be stricken for any reason or found invalid or unenforceable. In that case, that part will be severed, and the remainder of this CONTRACT will continue in full force and effect.

6.14 Survival

Any liabilities or obligations of a party for acts or omissions before the cancellation or termination of this CONTRACT, and any other provisions of this CONTRACT which, by their terms, are contemplated to survive (or to be performed after) termination of this CONTRACT shall survive cancellation or termination.

7 DOCUMENT EXECUTION

IN WITNESS WHEREOF, the parties have executed this CONTRACT the _____ day of _____, 20__.

CITY OF MESQUITE

By: _____
Cliff Keheley, City Manager

Attest: _____
Sonja Land, City Secretary

Approved as to Form:

By: _____
David L. Paschall, City Attorney

ENGINEER

By: _____
(Richard A. Arvizu, PE, CFM) (Corporate Vice President)

Attest: _____
Secretary of the (ENGINEER'S) Corporation

If 'ENGINEER'S firm is a corporation, attest and affix corporate seal.

Appendix A-1

Standard Engineering Contracts Required Items of Service and Deliverables

1. Attend preliminary kickoff meeting with CITY staff and project stakeholders and monthly status meetings or reports as necessary to maintain project schedule.
2. Prepare & distribute of **written minutes** of all meetings and phone conversations to project stakeholders.
3. Prepare & distribute to project stakeholders of **written monthly project status reports** outlining work/activities accomplished in the past month and activities planned for the next month. Schedule issues, milestones reached, action items identified, critical path tasks and decisions identified, and team member assignments for critical activities should be highlighted in these monthly reports.
4. Research existing construction records and record drawings.
5. Submit plans and specifications for review shall consist of at least two paper sets and one digital copy (PDF for plans and Microsoft Word for specifications).
6. Check the availability of materials specified by the contract documents to ensure they are available as specified without unreasonable cost or delays to the project.
7. Coordinate plan preparation and approvals with franchised utility companies, railroads and other utility owners. Send franchised utility companies a notice to relocate facilities letter 90 days before the anticipated start of construction (CITY will supply a template for this notice to relocate letter).
8. Check References and Letter of Recommendation for Award of Contract.
9. If addendums are issued during bidding, prepare one electronic construction contract to include all addenda issued during bidding.
10. Review, comment, and approve shop drawings and other submittals as required by contract documents, including maintenance of a submittal log detailing pertinent information regarding the review status of project submittals and shop drawings. Issue approved shop drawings and submittals to contractor. Shop drawing submittals will be submitted and reviewed in digital format whenever possible.
11. Respond to contractor requests for information (RFI) regarding project plans and specifications.
12. Preparation of two record drawings based on information provided by the contractor and CITY inspector as follows:

- i. Two Blackline (24" x 36" or 22" x 34") sets of the plans, including **all sheets** of the approved civil drawings with a cover sheet, details, etc.
- ii. An electronic copy of the record drawings shall be submitted on CD/DVD or flash drive **in all of the following three formats:**
 - AutoCAD (.dwg file format). The .dwg files for the plan set may be in either model or paper space.
 - TIFF Class IV, 400 dpi format.
 - Adobe Portable Document Format (PDF file format)
- iii. An electronic copy of digital project files such as design reports, geotechnical reports, survey data, photographs (tif or jpg format), specifications, in pdf file format and Microsoft Word (.doc) format, etc. shall be submitted on CD-ROM.
- iv. The engineer of record shall seal the record drawings in accordance with the Texas Board of Professional Engineers Policy Advisory Opinion Regarding Record (As-Built) Drawings – Issued February 8, 2007, available at web address (<http://www.tbpe.state.tx.us/nm/pa18.pdf>).
- v. All changes shall be shown and noted in the revision block.
- vi. Revisions shall be drawn using accepted drafting standards and shall be neat and easily read and interpreted.
- vii. Line work and notes related to work deleted or changed shall be omitted from the drawing. **All information on the blackline copies shall be crisp with well-defined lines and lettering. The information shall have high contrast and be capable of producing a high-quality, legible microfilm and scanned image.**

Appendix C

MINIMUM INSURANCE REQUIREMENTS

For Engineering Service Contracts in the Amount of \$50,000 of less:

- General Liability for bodily injury, death, or property damage with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- Professional Liability/Errors & Omissions coverage with minimum limits of \$500,000 per Claim (with no less than a two-year ERP).
- Auto Liability with minimum limits of \$500,000 Combined Single Limit.

The Certificate(s) must include a statement listing the City of Mesquite, Texas as additional insured on the General Liability coverages.

- Employers Liability with minimum limits of \$100,000 Occupational Disease, \$100,000 per Accident, and \$100,000 per Employee.
- The Certificate must include a statement providing a Waiver of Subrogation on the 'Employer's Liability, and the General Liability coverage.
- All Certificates must provide at least a 30-' days' notice of cancellation and bear an authorized signature.
- All deductibles and self-insured retentions must be noted on the Certificates.
- Claims-made policies are only acceptable for the Professional Liability policy.
- Declarations or copies of policies, in addition to a certificate of insurance, must be provided if requested by the City.
- All coverages must be afforded by a carrier licensed or authorized to sell insurance in Texas and have an AM Best rating of A- and a financial solvency rating of VII or better.

For Engineering Service Contracts in an Amount greater than \$50,000:

- General Liability with minimum limits of \$1,000,000 per Occurrence, \$1,000,000 General Aggregate, \$1,000,000 Products/Completed Operations Aggregate.
- General Liability must include coverage for Premises and Operations, Products and Completed Operations, Contractual Liability, Independent Contractors, Broad Form Property Damage, and Personal/Advertising Injury.
- Professional Liability/Errors & Omissions coverage with minimum limits of \$1,000,000 per Claim (with no less than a two-year ERP).
- Auto Liability with minimum limits of \$500,000 Combined Single Limit required.

The Certificate(s) must include a statement listing the City of Mesquite, Texas as additional insured on the General Liability coverages.

- Employers Liability with minimum limits of \$100,000 Occupational Disease, \$100,000 per Accident, and \$100,000 per Employee.
- The Certificate must include a statement providing a Waiver of Subrogation on the 'Employer's Liability, and the General Liability coverage.
- All Certificates must provide for at least 30-'day's notice of cancellation and bear an authorized signature.
- All deductibles and self-insured retentions must be noted on the Certificates.
- Claims-made policies are only acceptable for the Professional Liability policy.
- Declarations or copies of policies, in addition to a certificate of insurance, must be provided if requested by the City.
- All coverages must be afforded by a carrier licensed or authorized to sell insurance in Texas and have an AM Best rating of A- and a financial solvency rating of VII or better.

CONTRACTING WITH THE CITY OF MESQUITE

Updated: January 8, 2016

Conflict of Interest Questionnaire And Disclosure of Interested Parties (Form 1295)

YOU WILL BE REQUIRED TO COMPLY WITH THE FOLLOWING:

Chapter 176 of the Texas Local Government Code is an ethics law initially enacted by the Texas Legislature with HB 914 in 2005. It requires disclosure of employment and business relationships local government officers may have with contractors, consultants, and vendors who conduct business with local government entities. The law applies to any written contract for selling or purchasing real property, goods, or services. Further information regarding Texas Conflict of Interest laws and the ***Conflict of Interest Questionnaire*** (Form CIQ) can be found at the Texas Ethics Commission website at the following web address:

https://www.ethics.state.tx.us/filinginfo/conflict_forms.htm

PLEASE COMPLETE THE ATTACHED FORM CIQ AND SUBMIT WITH YOUR RESPONSE.

Section 2252.908 of the Texas Government Code was enacted in 2015 by the Texas Legislature pursuant to HB 1295, which provides that a governmental entity may not enter into certain contracts with a business entity on or after January 1, 2016, unless the business entity submits a disclosure of interested parties (Form 1295) to the governmental entity at the time the business entity submits the signed Contract to the governmental entity. Further information regarding the disclosure of interested parties law and Form 1295 can be found at the Texas Ethics Commission website at the following web address:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

PLEASE DO NOT COMPLETE FORM 1295 UNTIL YOU HAVE BEEN NOTIFIED OF THE CONTRACT AWARD AND REQUESTED TO FILE ELECTRONICALLY FORM 1295 WITH THE TEXAS ETHICS COMMISSION.