



**REQUEST FOR QUALIFICATIONS (RFQ) NO. 2023-075  
FOR  
City of Mesquite, TX**

**CLOSING DATE AND TIME: MARCH 30, 2023 - 2:00 P.M.**

**MATERIALS TESTING SERVICES  
FOR THE CONSTRUCTION OF THE SERVICE CENTER FIELD  
SERVICES BUILDING(S)**

## **GENERAL CLAUSES AND CONDITIONS**

1. If you have questions regarding the preparation of your response you may contact Ryan Williams, Manager of Purchasing, at 972-216-6394 or email at: [purchasing@cityofmesquite.com](mailto:purchasing@cityofmesquite.com). For technical questions, contact Mark Kerby, Special Projects Director, telephone 972-216-6797, [mkerby@cityofmesquite.com](mailto:mkerby@cityofmesquite.com).
2. Vendors who do not respond to this particular request, but who want to remain on our mailing list for future opportunities shall indicate "NO RESPONSE" on the face of this page by putting the date and signed by the authorized representative of your company and return this page to the Purchasing office. Your assistance in this matter is greatly appreciated.
3. **Protection of Resident Workers:** The City of Mesquite actively supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e., citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls.
4. **Laws and Ordinances:** The Contractor shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations which in any manner affect the Contract or the work and shall indemnify and save harmless the City against any claim arising from the violation of any such laws, ordinances and regulations whether by the Contractor or his employees.
5. Submit one (1) **original hardcopy** and one (1) **complete consolidated electronic copy** of files in PDF format on a flash drive. Responses must be received prior to the closing date and time to be considered. Responses must be submitted in sufficient time to be received and time-stamped at the above location on or before the published date and time shown on the RFQ. The City of Mesquite will not be responsible for mail delivered from the post office. Responses received after the published time and date cannot be considered and will be returned unopened.
6. Responses will be received and publicly acknowledged at the location, date and time stated above. Only the name of the respondents responding to this request for qualifications shall be released at the response opening. Other information submitted by the respondent shall not be released by the City during the proposal evaluation process or prior to contract award. At no time will confidential information, as noted by the respondent, be released.
7. Respondent shall attach official documentation from the State of Texas or other qualified certification agency of M/WBE status of your company with bid/proposal. This data is for informational purposes only and will not affect the award.
8. A completed W-9 form will be required within five business days once notification has been received.
9. In submitting an offer, respondent certifies that they have not participated in nor have they been party to any collusion, price fixing or any other illegal or unethical agreements with any company, firm or person concerning the pricing offered.

10. The attached Non-Exclusion Affidavit for General Contractors must be signed, notarized and submitted with response.
11. A representative of the proposing entity who is authorized to enter into contract on behalf of the proposing entity must manually sign response in ink. The person signing the response must indicate his/her title along with signature. Responses received without proper signature will not be considered.
12. Any ambiguity in the response as a result of omission, error, lack of clarity or non-compliance by the respondent with specifications, instructions and all conditions shall be construed in favor of the City.
13. The City of Mesquite reserves the right to reject any and all responses, waive formalities and to make award as may be deemed to the best advantage of the City. No response may be withdrawn within forty-five (45) days after date of opening.
14. This Contract may be terminated at any time with thirty (30) days written notice by either the City of Mesquite or successful respondent.
15. The City is not liable for any cost incurred by Respondents in replying to this RFQ. This includes costs to determine the nature of the response, submitting, negotiating, presentations or any other costs a vendor would incur in responding to the RFQ.
16. Respondents shall complete all information requested and blanks provided shall be filled in on the provided forms. Failure to completely describe the merchandise being proposed may result in rejection of your response.
17. **The City is exempt from all sales and excise taxes.**
18. The City of Mesquite reserves the right to evaluate variations from these specifications. If exceptions are made, respondent shall state wherein the merchandise fails to meet these specifications. Failure to completely describe the merchandise being proposed may result in rejection of your response.
19. It shall be understood all responses, inquires or correspondence relating to or in reference to this RFQ, and all reports, charges and responses or referencing information submitted in response to this RFQ shall become the property of the City, and will not be returned. The City will use discretion with regard to disclosure of proprietary information contained in any response but cannot guarantee information will not be made public. As a governmental entity, the City is subject to making records available for disclosure.
20. All restrictions on the use of data contained within a response and all confidential information must be clearly stated in the RFQ. Proprietary information submitted in response to the RFQ, will be handled in accordance with the Texas Open Records Law and other applicable state statutes.
21. It is the vendor's responsibility to check for any addendums that might have been issued before the proposal closing date and time.

22. Cooperative Purchasing: As permitted under the Texas Local Government Code, Chapter 791025, other *government entities may wish to also participate under the same terms and conditions contained in this contract* (piggyback). Each entity wishing to piggyback must have prior authorization from the City of Mesquite and vendor. If such participation is authorized, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. The City of Mesquite shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by these entities. Each entity reserves the right to determine their participation in this contract.

**Successful respondent agrees to extend prices to all entities that have entered or will enter into joint purchasing inter-local cooperation agreements with the City of Mesquite:**

Yes \_\_\_\_\_ No \_\_\_\_\_

23. The response evaluation process will occur after the closing date. The City's evaluation and clarification process will commence. An evaluation team will review the responses. Criteria described in this RFQ will be considered, as well as any other factors the evaluation team determines may affect the suitability of the response for the City's requirements. A Respondent's submission constitutes their acceptance of the evaluation technique.
24. The insurance requirements are included in this document. Respondents agree to provide and to maintain the required types of insurance for the term of the contract. An original certificate of insurance will be required within 10 business days by the apparent successful contractor once notification has been received.
25. The Contract is included for respondent's information so that respondents may be familiar with their contents and requirements. **Respondent shall NOT fill in or execute these forms at time of proposal submittal. Upon award of the proposal, the awarded vendor will be required to execute the contract.**
26. Submissions that are incomplete or do not comply with mandatory submission requirements shall be rejected. In addition, the City of Mesquite reserves the right to reject in whole or in part any responses submitted, and to waive minor technicalities when in the best interest of the City. Responses may be disqualified for any of, but not limited to, the following reasons:
- Collusion among Respondents;
  - Failure to comply with or inclusion of terms and conditions in conflict with, the terms of this RFQ, or City of Mesquite procurement rules and procedures;
  - Failure to meet minimum response requirements established in the RFQ.

## SPECIAL PROVISIONS

1. The successful respondent's rights and duties awarded by the contract may not be assigned to another without written consent of the City signed by the City's authorized agent. Such consent shall not relieve the assigned of liability in the event of default by the assignee.
2. Any deviations from specifications and alternate responses must be clearly shown with complete information provided by the respondent. They may or may not be considered by the City.
3. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and shall not be effective unless signed by an authorized representative of the City.
4. The City shall have the right to modify this order subject to an adjustment in the price in accordance with the applicable provisions of the purchase order, if any, or pursuant to mutual agreements. No agreement or understanding to modify this order shall be binding on the City unless it is in writing and signed by an authorized representative of the City.
5. The City reserves the right to require additional technical information and negotiate all elements which comprise the Vendor's response to ensure that the best possible consideration be afforded to all concerned. The City reserves the right to accept all or part of any proposal, to reject any or all proposals and to re-solicit for proposals.
6. Services or products under the Contract Documents shall not be performed or manufactured by any worker who is not legally eligible to perform such services or employment.
7. All questions must be submitted via email by 12:00 p.m. on Friday, March 24, 2023, to Ryan Williams, Manager of Purchasing at [purchasing@cityofmesquite.com](mailto:purchasing@cityofmesquite.com) prior to proposal closing date.
8. Respondents shall submit a total of three (3) work references.
9. Respondents shall fill out the following required documents. If the following forms are not included, the response may be considered non-responsive.

### Check List:

- Conflict of Interest Questionnaire
- Non-Exclusion Affidavit for General Contractors
- Prohibition On Contracts with Companies Boycotting Israel – House Bill 89
- References
- Contractor's Signature Page
- IRS W-9
- Special Conditions, Terms, Delivery and Signature page (**must be filled out completely**)
- Secretary of State Filing Certificate/Partnership Agreement (This is provided by the Vendor)

## **I. GENERAL INFORMATION**

The City of Mesquite is issuing this Request for Qualifications (RFQ) for the purpose of inviting submittal of Statement of Qualifications from firms interested in providing construction materials testing services on an as-needed basis for construction of New Mesquite Field Services Building.

## **II. BACKGROUND AND TIME SCHEDULE**

A New Field Services Building is being constructed at 1101 E. Main Street, Mesquite, TX 75149. The City has partnered with WRA Architects and Crossland Construction Company for the design and construction of a two-story main building with a separate one-story storage building. The square footage of the two-story building is approximately 20k square feet and the one-story storage building approximately 7k square feet. There will be some site pavement additions to the entry road and between the main building and storage facility.

**Phase II construction is currently scheduled to begin on April 10, 2023, with completion anticipated August 01, 2024.**

## **III. SCOPE OF WORK**

Materials testing services shall be conducted as specified in the project manual per industry standards and in coordination with the project architect, engineers, City staff, and the construction company representatives. Materials testing to include:

- Soil and earthwork testing,
- Foundation installation observation,
- Concrete testing,
- Structural steel inspection, and
- Structural grout testing.

Materials testing services are sought to help ensure that the result of the Field Services Building expansion project will be a facility that is:

1. Constructed in such a way that the City will have a high value facility, well-constructed of quality materials and workmanship;
2. Constructed in such a manner that it can and will be completed within the approved budget;
3. Constructed in such a way that it can and will be completed in accordance with the established schedule; and
4. Constructed in such a way that the maintenance of the facility can be accomplished efficiently and effectively with a minimal maintenance staff and low operations and maintenance budget

## **IV. EVALUATION CRITERIA**

City of Mesquite Staff will analyze and evaluate the Statements of Qualification (SOQ) provided by each firm as follows.

**Qualifications of the Responding Firm and Experience and History:**

The overall qualifications, experience and reputation of the firm to provide the services sought in this RFQ. This category includes but is not limited to the Respondent's:

- Experience, reputation, and demonstrated competence on projects of similar scope and complexity;
- Experience with municipal clients;
- Availability to respond to the needs of the City of Mesquite in a timely manner; ability to relate to project requirements;
- Level of conflict of interest between the Respondent and the City of Mesquite

**Proposed Project Staff and Experience:**

Provide a statement that summarizes the proposed key personnel who will be directly assigned to the project, the qualifications and related experience of each member, and designate the location and employment of each team member (e.g., company employee, sub-consultant employee, contract employee, etc.).

Respondent must be registered or have personnel on their direct staffs that are 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.

**References:**

The responding firm shall provide three (3) references who can be contacted regarding the firm's performance on a project of similar nature.

**V. SELECTION PROCESS**

The RFQ provides information necessary to prepare and submit qualifications for consideration and ranking. Based on this ranking, the Staff will select the top ranked respondent. The highest ranked firm will be asked to submit a fee proposal to begin contract negotiations. In the event that Staff fail to reach a final contract with that firm, Staff will continue negotiations with the next highest firm and will continue with one of the other firms until the selected vendor is awarded the negotiated contract.

**Acceptance of evaluation methodology:**

By submitting its Qualifications in response to this RFQ, respondent accepts the evaluation criteria as outlined in Section IV and acknowledges and accepts that determination of the "most qualified" firm(s) may require subjective judgments by City of Mesquite Staff.

**Public information:**

All information, documentation, and other materials submitted in response to this solicitation are considered non-confidential and/or non-proprietary and are subject to public disclosure under the Texas Public Information Act after the solicitation is completed and contract executed with the selected firm.

**VI. REQUIREMENTS FOR STATEMENT OF QUALIFICATIONS**

Respondents shall carefully read the information in the following evaluation criteria and submit a complete statement of qualifications to all questions in this section formatted as directed in the section formatted as directed below. All sections should have tab dividers.

<b>RFQ 2023-075 EVALUATION SCORING MATRIX</b>			
<b><u>An Evaluation Team consisting of City Staff shall review the information provided and score the information using the following:</u></b>			
<b><u>SELECTION CRITERIA:</u></b>			
	<b><u>POINTS</u></b>		<b><u>SCORE</u></b>
<b><u>1. QUALIFICATIONS OF THE RESPONDING FIRM</u></b>	<b><u>25</u></b>		<b><u>=</u></b>
<i>The evaluation is based on the Consultant's capability to provide the requested services. Number of appropriate staff in local office. Available in-house services. Location of office with respect to Mesquite. Access to necessary sub-consultants.</i>			
<b><u>2. EXPERIENCE</u></b>	<b><u>25</u></b>		<b><u>=</u></b>
<i>The Consultant should demonstrate experience with and an understanding of the specifics and critical factors related to the Project type. Evaluation is based on experience with projects of similar type, cost, and complexity.</i>			
<b><u>3. PROPOSED PROJECT STAFF</u></b>	<b><u>25</u></b>		<b><u>=</u></b>
<i>The Consultant should provide the name and qualifications of the key staff that will be involved in project. Evaluation is based on their specialty and depth of experience with similar type projects. They need to demonstrate creativity and ability to perform their assigned responsibility in a timely manner and within budget.</i>			
<b><u>4. REFERENCES</u></b>	<b><u>25</u></b>		<b><u>=</u></b>
<i>The Evaluation is based on information provided from the References provided. Their experience with the firm or staff. Its customer service, ability to delivery on time and within budget. Overall satisfaction.</i>			
<b><u>TOTAL POSSIBLE SCORE</u></b>	<b><u>100</u></b>		<b><u>=</u></b>

- 1. QUALIFICATIONS OF THE RESPONDING FIRM (25 pts.):** A letter of interest, not to exceed one (1) typed page, indicating why the firm is interested and qualified to perform services:
- Legal name of firm
  - Contact Person
  - Date of firm formation
  - Date of opening primary home office, and, if applicable, any branch and local offices
  - Current address of office(s)
  - Identify office that will be providing services
  - Legal business description (Individual, Partnership, Corporation, Joint Venture, etc.)

The evaluation is based on the Consultant's capability to provide the requested services. Number of appropriate staff in local office. Available in-house services. Location of office with respect to Mesquite. Access to necessary sub-consultants.



2. **EXPERIENCE (25 pts.):** The responding firm shall provide written pertinent information about the firm, not to exceed two (2) typed pages. Section should include:
- Firm's overall ability
  - Experience with projects of similar type, cost, and complexity
  - In-house resources available could be allocated to the project
  - Describe your Quality Assurance/Quality Control processes.
  - Copy of the firm's current licensing
3. **PROPOSED PROJECT STAFF (25 pts.):** Provide a statement, not to exceed one (1) typed page, (not including individual resumes for each Key Staff member), that summarizes the proposed key personnel who will be directly assigned to primary areas, the qualifications and related experience of each member and designate the location and employment of each team member e.g., company employee, sub-consultant employee, contract employee, etc. Include an Organizational Chart. Respondent must be registered or have personnel on their direct staffs that are registered in the professional services discipline required to perform the services requested. If sub-consultants are included to assemble a project team, their qualifications and experience of proposed key personnel should be described with respect to the relevant category or subcategory of work.
- 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.
4. **REFERENCES (25 pts.):** The responding firm shall provide three (3) references who can be contacted to inquire about the firm's performance on a design project of similar nature.

#### **VII. ADDITIONAL INFORMATION TO BE INCLUDED IN STATEMENT OF QUALIFICATIONS**

- The City of Mesquite requires professional liability insurance for firms with which it contracts. Please state what coverages your firm carries and in what amounts.
- Identify firm's executives who have current claims or who have participated in litigation against the City of Mesquite while with another firm. Firms currently under litigation with the City or whose executives have been in litigation with the City may not be considered for this project.
- It will be incumbent on those persons or firms with persons, having potential conflicts of interest to identify and cure such conflict(s) prior to consideration of the work. Failure to identify such conflict may remove that person or firm from further consideration.
- Provide any brochures or other marketing literature you wish to include in your submittal.

## VIII. DUE DATE AND CONTACT

**One (1) original and one (1) electronic copy of the Statement of Qualifications are required.**

STATEMENTS OF QUALIFICATIONS are to be received by 2:00 p.m. Thursday, March 30, 2023, to:

Ryan Williams  
Manager of Purchasing  
Purchasing Division  
City of Mesquite  
757 N. Galloway  
Mesquite, Texas 75149

For technical questions concerning the Request for Qualifications you may contact:

Mark Kerby, Special Projects Director  
972-216-6797  
[mkerby@cityofmesquite.com](mailto:mkerby@cityofmesquite.com)

## **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 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 web site at the following web address:

[https://www.ethics.state.tx.us/filinginfo/conflict\\_forms.htm](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 web site at the following web address:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

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

**FORM CIQ**

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

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

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

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

**OFFICE USE ONLY**

Date Received

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

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

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

\_\_\_\_\_  
Name of Officer

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

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

Yes  No

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

Yes  No

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

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

**7**

\_\_\_\_\_  
Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

(2) the date the vendor becomes aware:

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

## **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 Engineering 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 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, 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.

## CERTIFICATION STATEMENT

The undersigned does hereby declare that they have read the specifications for the following plans:

**RFQ 2023-075**

### **MATERIALS TESTING SERVICES FOR THE CONSTRUCTION OF THE SERVICE CENTER FIELD SERVICES BUILDING(S)**

and with full knowledge for the requirements, do hereby agree to furnish the coverage in full accordance with the specifications and requirements.

I certify that \_\_\_\_\_ and its response complies with these specifications.  
(Name of Organization)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type/Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

# REFERENCES

Using the format outlined below, please provide three (3) client references for which you provided the same services. References should be based on the office that shall be providing services to THE CITY.

## Reference 1

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

## Reference 2

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

## Reference 3

Organization name:	Contact and title:
Address:	Phone number:
Effective date of contract:	Number of enrolled employees:
Description of services provided:	

## NOTICE

The following blank spaces in the contract are **NOT** to be filled in by the Proposer at the time of submitting his proposal. The contract form is submitted at this time to familiarize the Proposer with the form of contract, which the successful Proposer will be required to execute.

## CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

THIS CONTRACT 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 **MATERIALS TESTING SERVICES FOR THE CONSTRUCTION OF THE SERVICE CENTER FIELD SERVICES BUILDING(S)** 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, and 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 in connection with 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

Materials testing services shall be conducted as specified in The City of Mesquite Field Services Building Project Manual. Services will include, but not limited to, soil and earthwork testing, foundation installation observation, concrete testing, structural steel inspection and structural grout testing.

#### 1.2 Detailed Scope of Services

The ENGINEER will perform the PROJECT specific Scope of Services outlined in **RFQ 2023-075**.

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

## 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**

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 are to 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 that is 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 behalf of the CITY.

## 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), and bidding of 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 having jurisdiction over the PROJECT, and shall not be allowed as cause for delay 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 made to the agreed-upon schedule shall be made in writing and acceptable to both parties.



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

A schedule of completed work, including a bar graph schedule showing the percentage complete 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 on the date when CITY has accepted the submissions for that item.

### **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 rates of compensation 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 shall 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 actual expenses incurred by the sub-consultant in the interest of the PROJECT that is covered under the Scope of Services. Work tasks to be performed by Sub-consultants include **(insert work to be completed by Sub-consultants)**.

**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 in writing at the time 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: Materials testing services are sought in order to help ensure that the results of the New Field Services Building(s) project will be a facility that is:*

1. Constructed in such a way that the City will have a high value facility, well- constructed of quality materials and workmanship;
2. Constructed in such a manner that it can and will be completed within the approved budget;
3. Constructed in such a way that it can and will be completed in accordance with the established schedule; and
4. Constructed in such a way that the maintenance of the facility can be accomplished efficiently and effectively with a minimal maintenance staff and low operations and maintenance budget

All tasks for a total fee of **\$xxxxxx.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 **\$xxxxxx.xx**.

**4.4 Basis and Amount of Compensation for Additional Services**

Additional services shall be compensated using the *(insert ENGINEER’s company name)*. 2019 Standard Billing Rates (copies attached and made part of the CONTRACT). No Additional Services shall be performed without the CITY’s prior written approval.

**4.5 Total Fee**

**Basic Services**

Materials Testing	\$
Soil & Earthwork Testing	\$
Concrete Testing	\$
Structural Steel Inspection	\$
Structural Grout Testing	\$
Document any necessary	\$
<b>Total Basic Services (Lump Sum)</b>	<b>\$</b>

<b>Reimbursements (Sub-consultants)</b>	
<b>Total – Reimbursements (Subconsultants)</b>	<b>\$</b>
<b>Reimbursements (Miscellaneous)</b>	<b>\$</b>
<b>Total CONTRACT Amount</b>	<b>\$</b>

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

#### **4.6 Partial Payments for Services**

Partial fee payments may be applied for at monthly intervals, based upon statements, which reflect the percentage of work completed for the various items listed under Scope of Services, Reimbursable Expenses and Additional Services. These statements shall be prepared by the ENGINEER 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 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. In the event such termination becomes necessary, the party effecting termination shall so 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 therefore, the CITY shall, within thirty (30) calendar days of termination, remunerate ENGINEER for services rendered and costs incurred, in accordance with 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 prior to 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 in the event 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.

If the CITY fails to make payment to ENGINEER within thirty (30) days of a statement for services properly performed, the ENGINEER may, upon fourteen (14) days written notice to the CITY, suspend performance of services under this CONTRACT. 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 times of performance 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 control of the ENGINEER, 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 in an independent capacity 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 **Exhibit 1**, attached to and made a part of this CONTRACT.

Approval, disapproval or failure to act by CITY 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. The bankruptcy or insolvency of ENGINEER's insurer 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 2270.002, Texas Government Code, 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 U.S.C. 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 2270.001, 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.

### **6.13 Severability**

If any part of this CONTRACT shall be stricken for any reason whatsoever or found to be invalid or unenforceable, 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 prior to 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 thereof.

**7 DOCUMENT EXECUTION**

IN WITNESS WHEREOF, the parties have executed this CONTRACT on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

**CITY OF MESQUITE**

By: \_\_\_\_\_  
Cliff Keheley, City Manager

Attest: \_\_\_\_\_  
Sonja Land, City Secretary

Approved as to Form:

By: \_\_\_\_\_  
David L. Paschall, City Attorney  
Or His Designee

**ENGINEER**

By: \_\_\_\_\_  
(Representative) (Title/Position)

Attest: \_\_\_\_\_  
Secretary of the (ENGINEER'S) Corporation

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



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