

REQUEST FOR QUALIFICATIONS
FOR
MUNICIPAL ENGINEERING SERVICES



CITY OF PRAIRIE VIEW, TEXAS

May 17, 2019

City of Prairie View
44500 Business Highway 290
P.O. Box 817
Prairie View, TX 77446

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**CITY OF PRAIRIE VIEW
MUNICIPAL
ENGINEERING SERVICES
REQUEST FOR
QUALIFICATIONS**

I. INTRODUCTION AND PURPOSE OF REQUEST

The City of Prairie View located in Waller County, hereinafter referred to as “the City”, is soliciting Statement of Qualifications (SOQ) from engineering firms, hereinafter referred to as “the Firm” or “City Engineer”, which have five (5) years or more of comprehensive experience in providing municipal engineering services as outlined in the SCOPE OF SERVICES section of this request.

On an on-going basis and as subject to contract renewal terms as defined by the City, the City intends to have the Firm selected function as the “City Engineer” to review proposed commercial and residential development plans in order to determine compliance with applicable laws and ordinances implemented or adopted by the City and also to function as a consultant to the City in development matters. The City further intends to have the Firm design and/or monitor the construction of municipal projects, including roadway/street, water, storm water, and drainage as well as a variety of other projects. The services requested will require the Firm to be licensed to practice engineering in the State of Texas and must also employ Professional Engineers. The City reserves the right to select an engineer other than the designated City Engineer on a project by project basis for City capital improvement projects as determined by the City Council to be in the best interest of the City.

II. GENERAL INFORMATION

The City of Prairie View, Texas is a city at the point on the frontiers of change, that is nestled in Northern Waller County along Texas Highway 290. With a population of approximately 5,576, we are a vibrant college town, opened for educational, recreational, and historical tourism related businesses. We have a small-town atmosphere only minutes from Houston. We are adjacent to the cities of Waller and Hempstead; and in your path to Austin and College Station, Texas.

Prairie View is home to Prairie View A & M University, Jones Elementary School, and Tapscott Public Park, featuring a water park; as well as hotels, businesses, restaurants, and churches. Close-by recreation includes sky diving, hot air ballooning, gun ranges, rodeos, and golf courses.

Our progressive city government is committed to the growth and prosperity of the City of Prairie View, while maintaining its historic charm and down-home flavor. Our government consists of a fully staffed City Hall, Police Department, and Municipal Court.

The City of Prairie View’s future plans, in partnership with Prairie View A & M University, include a shopping strip, recreation center, bowling alley, and opportunities to commercialize university research, and much more as “We are a city at the point on the frontiers of change”.

Prairie View is governed under a strong-mayor form of government with an elected Mayor and a five-member City Council elected to two-year overlapping terms. The firm selected would work extensively with the Mayor, and the Public Works and Administration Departments. The City's annual total budget is approximately \$2.16 million. The Mayor is responsible for the day-to-day operation of the City, including oversight of contracts and contracted staff.

The City has the following departments: Administration; Public Works (water, sanitary sewer, solid waste); Police; and Municipal Court.

III. SCOPE OF SERVICES

Prairie View is searching for a firm that will provide professional contracted services for engineering. The City Engineer will not be an employee of the City of Prairie View for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Standards Act, the Federal Insurance Contribution Act and the Texas Unemployment Compensation Act. The general work elements are outlined below.

- A. **Plan Review Services:** The selected consulting City Engineer will provide technical review of, and answer inquiries relating to, site plans, subdivision plans, improvement plans, land disturbance plans, construction plans and projects proposed by applicants to be developed in the City to ensure that such conform to codes adopted by the City and applicable state and federal law.
- B. **City Project Design Services:** The selected consulting City Engineer must have the capability to design a full array of public works type projects including transportation infrastructure systems, water distribution systems, wastewater collection systems and stormwater management systems, in a manner that the infrastructure is functional and cost effective. The selected consulting City Engineer must be able to provide structural / engineering guidance for municipal structures.
- C. **Environmental Services and Regulatory Agency Interactions:** The selected consulting City Engineer shall be well versed in regulatory compliance and permitting and be familiar with approval procedures of regulatory agencies including but not limited to the following: Texas Department of Transportation, Texas Department of Agriculture, Texas Water Development Board, Texas Commission on Environmental Quality, U.S. Army Corps of Engineers, Federal Emergency Management Agency, Federal Highway Administration, and the United States Environmental Protection Agency.
- D. **Grant Assistance:** The selected consulting City Engineer shall, as requested, complete or assist in the completion of grant applications for City projects.
- E. **Surveying, Easements and Related Services:** The selected consulting City Engineer shall have the capability of performing, or securing under subcontract, boundary surveys, topographic surveys, construction staking, prepare easement plats and easement documents, and assist in easement acquisition.

- F. **CAD and GIS Capabilities:** The selected consulting City Engineer shall have computer-aided drafting and geographical information system capabilities upon request.
- G. **Meeting Attendance and Participation:** The selected consulting City Engineer may be expected to attend a variety of City meetings, including, but not limited to, planning and zoning meetings, City Council meetings, meetings of affected property owners, and meetings with City staff and developers.
- H. **Work Product:** The selected consulting City Engineer will be expected to provide the City with copies of all work products without limitation, which shall include reports, analyses, correspondence, plans, proposals, submittals, schematics, exhibits, drawings and any other documents produced in connection with the consulting relationship with the City in printed form, as well as in electronic form to include portable document format. Any and all work product in whatsoever form and character produced pursuant to the provisions of an agreement between the successful firm and the City shall be the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Firm.
- I. **Assignment of Professional Engineer:** The selected consulting City Engineer shall assign to the City a minimum of one (1) staff person who is a Professional Engineer licensed to practice in the State of Texas.
- J. **Responsiveness:** The selected consulting City Engineer must commit to provide services to the City in a timely manner, without unreasonable delays.
- K. **Proximity:** The selected consulting City Engineer must be located within reasonable proximity to the City of Prairie View to ensure meeting attendance if requested, meeting coordination and the conveyance of documents when sent via courier.

IV. SUBMISSION OF STATEMENT OF QUALIFICATIONS (SOQ)

- A. All proposals shall be submitted to and all other correspondence shall be directed to:

City of Prairie View
Attention: David Allen, Mayor
44500 Business Highway 290
P.O. Box 817
Prairie View, TX 77446

City Hall: (936) 857-3711

Office: (936) 857-3600

Email: dallen@prairieviewtexas.gov or sjohnson@prairieviewtexas.gov

- B. All proposals must be received no later than 3:00 P.M., on May 24, 2019. **Eight (8) hardcopies and One (1) CD/Flash Drive copy** of all proposals must be provided. The copies shall be sealed and clearly identified with ‘**City Engineer RFQ**’ by the submittal deadline. Neither verbal nor electronic submittals will be accepted or considered valid. Each proposal shall be signed by an authorized principal of the firm.

- C. All SOQs become the property of City of Prairie View upon receipt and will not be returned to the submitter. Any cost or expense incurred by the Firm that is associated with the preparation or selection process of the SOQ shall be borne solely by the Firm.
- D. *Inquiries and Interpretations.* Responses to inquiries which directly affect an interpretation or change to this RFQ will be issued in writing by the City staff as an addendum and emailed, faxed or mailed to all parties recorded by the City as having received a copy of the RFQ. All such addenda issued by the City prior to the time that proposals are received shall be considered part of the RFQ, and the Respondent shall be required to consider and acknowledge receipt of each addendum in its Qualifications. Only those inquiries the City replies to by written addenda shall be considered official.
- E. *Point of Contact.* Respondents shall restrict all contact and questions regarding this RFQ to the individual named below. Questions concerning terms and conditions and technical specifications shall be directed in writing to:

City of Prairie View
Attention: David Allen, Mayor
44500 Business Highway 290
P.O. Box 817
Prairie View, TX 77446

City Hall: (936) 857-3711
Office: (936) 857-3600
Email: dallen@prairieviewtexas.gov

Respondents or their agents are prohibited from lobbying members of the Prairie View City Council members or its staff or consultants on this project. Failure to comply with this clause shall be grounds for rejection of their RFQ as non-responsive.

- F. Firms are prohibited from contacting any City employee (other than the City Secretary), the Mayor, or any City Council representative for the purpose of lobbying to secure a contract under this RFQ. All requests for information shall be made to the City Secretary.

V. STATEMENT OF QUALIFICATIONS (SOQ) REQUIREMENTS

The ideal firm should have extensive experience in municipal engineering as detailed in the Scope of Services. The qualifications and commitment of the key personnel assigned to this community is critically important in the selection of a firm. **SOQ Submissions are limited to fifteen (15) pages maximum**, excluding the organizational chart, resumes, list of projects and clients, and references (Items E, F, G, H and J below, respectively). Please provide the following in your SOQ:

- A. Cover letter and introduction including the name, phone number and email address of the person(s) authorized to represent the company regarding all matters related to the proposal.
- B. A description of the candidate firm, including brief history, number of employees and their

disciplines, philosophy regarding client and customer service, location, years in business, biographies of principals, etc.

- C. A statement indicating how the candidate envisions being able to provide services to the City of Prairie View and a demonstrated understanding of the high expectations of the City and its residents.
- D. A statement detailing how the firm and its staff are qualified to complete tasks related to the Scope of Services
- E. An organizational chart identifying team members and their areas of responsibility. A description of the history of the firm and description of the personnel in the proposing office.
- F. The names and resumes of the professional staff who will be assigned to this community with a statement committing the aforementioned staff to this community
- G. Listing of current and relevant projects in relation to similarities of Prairie View.
- H. List of current clients for engineering services.
- I. Information regarding the candidate firm's current and projected workload and its ability to meet project schedules and be available for staff.
- J. Five references (past or current clients). Firms shall provide contact information for at least five municipal client references specifying entity name, address, services provided, contact person, and telephone number.
- K. Firms shall also describe any contracts for services awarded to your firm that have been canceled or terminated for unsatisfactory performance in any respect and a phone number and contact person for that organization. Please also provide a description of any legal proceedings involving your firm related any municipal client or municipal projects that were unresolved or active January 1, 2016, to the present.

VI. EVALUATION AND SELECTION

A. *Qualification-Based Selection Process.*

Professional services are procured in accordance with Chapter 2254 of the Texas Government Code, Title 10, Subchapter A. Professional Services. Selection of the most highly qualified respondent will be made on the basis of demonstrated competence and qualifications as determined by the City Council based upon qualifications submitted.

The Mayor with the assistance of the City's staff will evaluate Qualifications based on requirements described in Section V. All qualifications will be evaluated with the highest qualified Respondents being selected to attend a formal interview. The interview will allow the invited Respondents to further discuss their qualifications with the Mayor, City Council and City Staff and to respond to questions. Following interviews, the Mayor shall make a selection recommendation to City Council in a public meeting. If accepted by City Council,

the Mayor will negotiate a contract and return to City Council for award of a contract

B. Selection of the firms to be interviewed shall be based on the following criteria:

- 1) Firm’s Ability. The ability of the firm to provide quality municipal engineering services, based on demonstrated competence and qualifications for a fair and reasonable price.
- 2) Firm’s Experience. The firm’s experience with and expertise in municipal engineering services as listed in the Scope of Services.
- 3) Primary Experience. The experience and qualifications of the firm’s staff that will have primary contact with Prairie View staff.
- 4) Timeliness. The firm’s commitment to delivering work on time and within budget.
- 5) Avoidance. The firm’s demonstrated avoidance of personal or organizational conflicts of interest regarding any matters of litigation or otherwise.
- 6) Commitment. The extent of involvement by the firm’s key qualified personnel and the likelihood that key personnel will develop a long term and intimate knowledge of the City’s infrastructure.
- 7) References. The extent to which previous clients have found the firm’s services acceptable.
- 8) Location. Geographical location in relation to the City of Prairie View.
- 9) Familiarity and experience with Prairie View, TxDOT, Waller County, and other State and County agencies and departments that are necessary to collaborate with in carrying out various projects.

VII. PROPOSED RFQ CONSIDERATION SCHEDULE

Date	Activity
May 17, 2019	Issue Request for Qualifications
May 22, 2019 5:00 PM	Deadline for Questions
May 24, 2019 3:00 PM	SOQs Submittal Deadline
TBD	Initial Evaluations Complete and results are passed to City Council for review
TBD	Mayor presents recommendations to City Council who selects firm and authorizes Mayor to negotiate contract
TBD	Contract Negotiation and Execution Deadline

VIII. Reservation of Rights and Contract Requirements

- A. The City reserves the right to reject any and all SOQs submitted in response to this RFQ.
- B. The firm, if selected, will be the firm whose SOQ is deemed most qualified and advantageous to the City, as determined by City Council.
- C. The City will require the selected firm to execute a contract, to be negotiated with the City, no more than thirty (30) calendar days after the City gives notice of award. Contract documents are not binding on the City until reviewed by legal counsel and approved by City Council. In the event the parties cannot negotiate and execute a contract within the time specified, the City reserves the right to formally terminate negotiations with the selected firm and commence negotiations with the next most qualified firm.
- D. This RFQ does not commit the City to enter into a Contract or award any services related to this RFQ. There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in the preparation of any SOQ in response to this request. In no event will the City or any of its respective agents, representatives, consultants, directors, officers, or employees be liable for, or otherwise be obligated to reimburse, the costs incurred in preparation of any SOQ, or any other related costs. The prospective firms shall be fully responsible for all costs incurred in the preparation and/or presentation of the SOQ submittals. The SOQ submittals will become the property of the City upon submission and all proposals shall be subject to the Texas Public Information Act unless the respondent clearly and prominently identifies a particular submittal item as proprietary and said item unequivocally qualifies for this exception under the Act as determined by the Texas Attorney General in accordance with the law.
- E. In connection with this RFQ the City of Prairie View reserves all rights (which rights may be exercised by the City in its sole discretion) available to it under applicable laws, including without limitation, with or without cause and with or without notice, the right to:
 - 1) Cancel this RFQ, in whole or in part at any time before the execution of a contract by the City, without incurring any cost, obligations or liabilities.
 - 2) Issue addenda, supplements, and modifications to this RFQ.
 - 3) Revise and modify, at any time before the RFQ submittal due date, the factors the City will consider in evaluating RFQ submittals and to otherwise revise or expand its evaluation methodology as set forth herein.
 - 4) Extend the RFQ submittal due date.
 - 5) Investigate the qualifications of any firm under consideration and require confirmation of information furnished by a firm.
 - 6) Require additional information from a firm concerning contents of its RFQ submittal and/or require additional evidence of qualifications.
 - 7) Waive deficiencies, irregularities or permit corrections to data submitted with any response to this RFQ.
 - 8) Reject at any time, any or all submittals, responses and RFQ submittals received.
 - 9) Terminate, at any time, evaluations of responses received.
 - 10) Hold interviews and conduct discussions and correspondence with one or more of the

firms responding to this RFQ to seek an improved understanding and evaluation of the responses to this RFQ.

11) Disclose information contained in an RFQ submittal to the public as required under the Texas Public Information Act.

12) Authorize firms to substitute key personnel until a particular stage or phase of City review has been completed and closed.

13) Exercise any other right reserved or afforded to the City of Prairie View under this RFQ or applicable law. The City reserves the right to modify the process, in its sole discretion, to address applicable law and/or the best interest of the City.

The City shall not, under any circumstances, be bound by or be liable for any obligations with respect to any agreement until such time (if at all) a contract has been awarded and all approvals obtained in form and substance satisfactory to the City have been executed and authorized by the City, and then only to the extent of such agreements.

F. The selected Firm will be required to comply with the following requirements:

1) *Texas Local Government Code, Chapter 176 compliance.* Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity.

2) *Certificate of Interested Parties (TEC Form 1295).* For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC.

3) *Texas Government Code Mandatory Certifications.* The City may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002). Any contract awarded under this RFQ shall require certification that the selected Firm does not boycott Israel, and agrees that, during the term of the contract, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the successful Firm shall certify that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization

IF QUESTIONS ABOUT COMPLIANCE, PLEASE CONSULT YOUR OWN LEGAL COUNSEL. COMPLIANCE IS THE INDIVIDUAL RESPONSIBILITY OF EACH PERSON OR AGENT OF A PERSON WHO IS SUBJECT TO PROVISIONS ABOVE.

G. *Independent Contractor.* Firm agrees and understands that, if selected, it and all persons designated by it to provide services in connection with a contract, is and shall be deemed to be an independent contractor(s), responsible for its respective acts or omissions, and that the City

shall in no way be responsible for Firm's actions, and that none of the parties hereto will have authority to bind the others or to hold out to third parties, that it has such authority.

H. Insurance.

By signing and submitting a proposal under this solicitation, the offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences:

1. Worker's Compensation – Statutory requirements and benefits.
2. Employers Liability - \$100,000.
3. Broad form Comprehensive General Liability - \$1,000,000 Combined Single Limit coverage.
4. Automobile Liability - \$500,000 Combined Single Limit.
5. Professional Liability/Errors and Omissions Coverage - \$1,000,000 per occurrence.

The City of Prairie View shall be named as additional insured on the Comprehensive General Liability and Automobile Liability policies and this is to be so noted applicable Certificates of Insurance. Certificates shall provide for an endorsement that the "other insurance" clause shall not apply to the City where the City is an additional insured shown on the policy. Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City. Firm's insurance, excepting Professional Liability, shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City for liability arising out of operations under any agreement awarded under this RFQ. Conforming certificates shall be delivered to the City of Prairie View prior to the commencement of work.

- I. *Standard of Care.* The selected Firm shall be required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).
- J. *Multiyear Contracts.* If the City's city council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which a contract awarded under this RFQ becomes effective and there are no proceeds available for payment from the sale of bonds or other debt instruments, then the Contract automatically terminates at the beginning of the first day of the successive fiscal year. (Section 5, Article XI, Texas Constitution). It is understood and agreed the City shall have the right to terminate the agreement at the end of any City fiscal year if the governing body of the City does not appropriate funds sufficient to continue the contract, as determined by the City's budget for the fiscal year in question. The City may execute such termination by giving the successful Firm a written notice of termination at the end of its then current fiscal year.
- K. *Termination for Convenience.* Any agreement awarded under this RFQ shall include the right that the agreement may be terminated for convenience and without cause by either Party upon thirty (30) calendar days' written notice.