

CITY OF HILLCREST VILLAGE, TEXAS

REQUESTS FOR QUALIFICATIONS (RFQ)

Municipal Engineering Services

**CDBG
WATER BOARD
MCMANUS JOHNSON**

**Statement of Qualification Submission Deadline: Thursday, June 5, 2025 @
10:00 a.m. (CST)**

Request for Qualifications for Municipal Engineering Services

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1. INSTRUCTIONS TO RESPONDENTS

1.1 DEFINITIONS

- (a) *Respondent* means the person, firm, engineer, or entity that submits a Statement of Qualifications (SOQ) in response to this RFQ.

1.2 SUBMITTAL

Documents must be submitted as follows:

- (a) At least one (1) original, six (6) copies with one of the copies free of binding and one (1) flash drive in pdf format with an electronic copy of the required documents as described in Section 4 – STATEMENT OF QUALIFICATIONS Content and Format.
- (b) The STATEMENT OF QUALIFICATIONS must be completed in ink or be typewritten.
- (c) The STATEMENT OF QUALIFICATIONS must be submitted in a sealed envelope or container that is marked on the outside of the envelope or container with respondent's name and mailing address as well as:

RFQ: 2025-001
Municipal Engineering Services
“Do NOT open in mailroom”

- (d) The STATEMENT OF QUALIFICATIONS may be:

BY MAIL OR HAND DELIVERY:
CITY OF HILLCREST VILLAGE
ATTN: AMANDA HANLON, CITY CLERK
200 W. TIMBERLANE DRIVE
ALVIN, TEXAS 77511

FACSIMILE TRANSMITTALS WILL NOT BE ACCEPTED

- (e) STATEMENT OF QUALIFICATIONS must be received on or before **10:00 AM (CST), Thursday, June 5, 2025**, STATEMENT OF QUALIFICATIONS received after the date and time will not be considered.

1.3 ADDITIONAL INSTRUCTIONS AND INFORMATION

- (a) Respondent should carefully examine all terms, conditions, specifications, and related documents. If a Respondent finds a discrepancy in or omission from, or has a question about the meaning of, this RFQ or other related document the Respondent should immediately notify the City Clerk at the e-mail address listed below. Questions regarding this RFQ must be received by the City Clerk on or before 5:00 p.m., Thursday, May 29, 2025. After the City Clerk has been notified of a discrepancy or omission, or has been asked a question, the City Clerk will post an amendment or addendum www.hillcrestvillagetx.gov for all Respondents to view. In the event of any conflict between the terms and conditions of these requirements and the specifications,

the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the interpretation of the City of Hillcrest Village shall govern.

(b) All exceptions and variances from the City's specifications, requirements, terms and / or conditions must be clearly and explicitly stated in the STATEMENT OF QUALIFICATIONS. Absence of such a list shall indicate that the Respondent has not taken any exception and the City shall hold the Respondent responsible to perform in strict accordance with the requirements in this RFQ. The City reserves the right to accept any, all, or none of the exception(s) deemed to be in the best interest of the City.

(c) A Respondent may withdraw a STATEMENT OF QUALIFICATIONS by giving the Respondent written notice of the withdrawal before the STATEMENT OF QUALIFICATIONS deadline. If a Respondent submits written notice of the withdrawal after the STATEMENT OF QUALIFICATIONS deadline, a Respondent must receive the City's written consent to withdraw a STATEMENT OF QUALIFICATIONS.

(d) STATEMENT OF QUALIFICATIONS received in response to this RFQ will be reviewed and evaluated by City staff and the Professional Services Committee.

(e) Additional documents, amendments, and addendums relating to this RFQ are available at the City of Hillcrest Village City Clerk's Office and at www.hillcrestvillagetx.gov.

(f) If you have any questions, please contact:

City of Hillcrest Village
Amanda Hanlon, City Clerk
200 W. Timberlane Drive
Alvin, Texas 77511
Phone: 281-756-0577
E-mail: secretary@hillcrestvillagetx.gov

The City of Hillcrest Village values open and competitive purchasing processes, which enable the City to receive the best value and maximize tax dollars invested by residents of Hillcrest Village. In order to ensure the process is as open and competitive as possible, the City asks that all vendor correspondence regarding this Request for STATEMENT OF QUALIFICATIONS be directed to the City Clerk.

CONTACT OUTSIDE OF THE CITY CLERK MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.

Vendor correspondence sent to an elected official would be a violation of the City's RFQ process, which prohibits elected officials from obtaining, disclosing or discussing bid or STATEMENT OF QUALIFICATIONS information or source selection information with prospective bidders, proposers, or Respondents before bids or STATEMENT OF QUALIFICATIONS are received and before voting to award the contract.

The City does not assume responsibility for not receiving questions from the Respondent or the Respondent's receipt of any answers, addenda, or amendments placed on Hillcrest Village's website.

THE SELECTED RESPONDENT WILL BE REQUIRED TO ENTER INTO THE CITY OF HILLCREST VILLAGE STANDARD CONTRACT AND PROVIDE AND MAINTAIN THE MINIMUM

INSURANCE COVERAGES REQUIRED UNDER THE CONTRACT (SEE INSURANCE REQUIREMENTS ATTACHMENT – EXHIBIT F-4). THE CONTRACT IS AVAILABLE AS AN ATTACHMENT TO THIS RFQ (EXHIBIT F-8).

1.4 GENERAL INSTRUCTIONS

The City of Hillcrest Village will receive STATEMENT OF QUALIFICATIONS for: Qualified engineering firms for placement on an approved list for future projects on an as-needed basis to provide engineering services necessary to evaluate, design and/or monitor the construction of municipal public works projects, including roadway/street, water, wastewater, storm sewer, and drainage as well as a variety of other public works related projects.

IT IS UNDERSTOOD that the City Council of the City of Hillcrest Village reserves the right to reject any or all STATEMENT OF QUALIFICATIONS for any or all products and/or services covered in this request for STATEMENT OF QUALIFICATIONS and to waive informalities of defects in such STATEMENT OF QUALIFICATIONS. STATEMENT OF QUALIFICATIONS must be valid for ninety (90) days after opening.

DOCUMENTATION: Respondent shall provide with this response all documentation required by this RFQ. Failure to provide this information may result in rejection of STATEMENT OF QUALIFICATIONS. Respondent shall complete, sign and submit the Respondent's Information Form (See Exhibit F-1) and the Certification Regarding Debarment (See Exhibit F-7).

EVALUATION FACTORS: Evaluation factors detailed in the STATEMENT OF QUALIFICATIONS Evaluation Section shall be applied to all eligible, responsive Respondents in comparing STATEMENT OF QUALIFICATIONS. Selection of Respondents, or award of a contract may be made without discussion to any of the Respondents submitting a STATEMENT OF QUALIFICATIONS after responses are received. STATEMENT OF QUALIFICATIONS should, therefore, be submitted on the most favorable terms.

EVALUATION COMMITTEE: STATEMENT OF QUALIFICATIONS delivered in response to this RFQ will be reviewed and evaluated by an evaluation committee made up of City staff and the Professional Services Committee.

EVALUATION PROCESS: After receipt of the STATEMENT OF QUALIFICATIONS, the City of Hillcrest Village will evaluate the STATEMENT OF QUALIFICATIONS based upon the evaluation factors set forth in this RFQ. Respondents may be required to deliver an in- person presentation on their STATEMENT OF QUALIFICATIONS to the evaluation committee as part of the evaluation.

CONTRACT NEGOTIATIONS: The City has, at its sole discretion, the authority and ability to enter into contract negotiations, as needed, with the Respondent determined to be the highest ranked after completion of the evaluations and presentations. In the event the City is unable to negotiate a mutually acceptable contract with the best and most qualified Respondent, for a specific project, the City reserves the right to terminate negotiations and enter into negotiations with the second best and most qualified Respondent and continue this process until an acceptable contract negotiation is agreed upon.

COSTS TO SUBMIT: The City of Hillcrest Village will not be liable for any costs incurred by any Respondent in preparation of a submittal in response to this request, in conduct of a presentation, or any other activities related to response to this RFQ.

ADDENDA: Any interpretations, corrections or changes to this Request for STATEMENT OF QUALIFICATIONS and Specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Hillcrest Village. Addenda will be available on the City website. Respondents shall acknowledge receipt of all addenda on the Respondent Certification and Addenda Acknowledgement form (Exhibit F-2).

LATE STATEMENT OF QUALIFICATIONS: STATEMENT OF QUALIFICATIONS received by the City after the submission deadline will be considered void and unacceptable. The City of Hillcrest Village is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp in the City Secretary's office shall be the official time of receipt.

ALTERING STATEMENT OF QUALIFICATIONS: STATEMENT OF QUALIFICATIONS cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the STATEMENT OF QUALIFICATIONS, guaranteeing authenticity.

REJECTION OF STATEMENT OF QUALIFICATIONS: The City may choose to reject all STATEMENT OF QUALIFICATIONS.

AWARD: The City has the right to award a contract, as needed for specific projects, upon the conditions, terms, and specifications contained in a STATEMENT OF QUALIFICATIONS submitted to the City for a period of up to ninety (90) days following the date specified for the opening of STATEMENT OF QUALIFICATIONS.

SCHEDULE: It is the City's intent to adhere to the following schedule. The schedule is based on the City's intent to select a list of Respondents for future projects, on an as-needed basis, no later than June, 2025. The City reserves the right to amend the schedule as needed.

1.	Issue RFQ	May 1, 2025
2.	Deadline for Written Questions	May 16, 2025
3.	Questions Answered and Addendum Posted	May 22, 2025
4.	STATEMENT OF QUALIFICATIONS due from Respondents	June 5, 2025
5.	City Evaluation of STATEMENT OF QUALIFICATIONS (estimated)	June 9, 2025 – June 13, 2025
6.	City Council select Respondents for placement on an approved engineering firm list for future projects, on an as-needed basis	June 16, 2025 – August 1, 2025

1.5 MANDATORY TERMS AND CONDITIONS

Because the City is a governmental entity that must follow State and Federal laws and has an obligation to protect its taxpayers, the City requires that certain terms be included in the contract that results from this solicitation. Your response to this solicitation is an offer to contract with the City based on the terms, conditions, and specifications contained in this solicitation. If any of the mandatory contract terms are unacceptable to you, please do not respond to this solicitation.

CONFLICTING PROVISIONS: The contract consists only of the City-prepared contract and any additional City or Respondent contract documents incorporated by reference as a part of the contract. If a conflict or inconsistency exists between the City-prepared contract and a document incorporated by reference, the City-prepared contract controls. If a conflict or inconsistency exists between an additional contract document incorporated by reference, the City's additional contract document takes precedence over the Respondent's additional contract document.

PAYMENT PROVISIONS: The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

MULTIYEAR CONTRACTS: If City Council does not appropriate funds to make any payment for a fiscal year after the City's fiscal year in which the contract 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)

LIABILITY AND INDEMNITY: Any provision of the Contract is void and unenforceable if it:

- (1) limits or releases either party from liability that would exist by law in the absence of the provision;
- (2) creates liability for either party that would not exist by law in the absence of the provision; or
- (3) waives or limits either party's rights, defenses, remedies, or immunities that would exist by law in the absence of the provision. (Section 5, Article XI, Texas Constitution)

CONFIDENTIALITY: Any provision in the Contract that attempts to prevent the City's disclosure of information subject to public disclosure under federal or Texas law or regulation, or court or administrative decision or ruling, is invalid. (Chapter 552, Texas Government Code)

TAX EXEMPTION: The City is not liable to Respondent for any federal, state, or local taxes for which the City is not liable by law, including state and local sales and use taxes (Section 151.309 and Title 3, Texas Tax Code) and federal excise tax (Subtitle D of the Internal Revenue Code). Accordingly, those taxes may not be added to any item. The City's Tax Exemption Certificate will be furnished by the City on request of the Respondent.

CONTRACTUAL LIMITATIONS PERIOD: Any provision of the Contract that establishes a limitations period that does not run against the City by law or that is shorter than two years is void. (Sections 16.061 and 16.070, Texas Civil Practice and Remedies Code)

GOVERNING LAW AND VENUE: Texas law governs this Contract and any lawsuit on this Contract must be filed in a court that has jurisdiction in Fort Bend County, Texas.

1.6 OTHER TERMS AND CONDITIONS

CONFLICT OF INTEREST: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171.

ETHICS: The Respondent shall not offer or accept gifts or anything of value or enter into any business arrangement with any employee, official or agent of City of Hillcrest Village. More than one STATEMENT OF QUALIFICATIONS on any one contract from a Respondent or individual under different names shall be grounds for rejection of all STATEMENT OF QUALIFICATIONS in which the Respondent or individual has an interest. One or all STATEMENT OF QUALIFICATIONS will be rejected if there is any reason to believe that collusion exists between Respondents.

Respondents must make every effort to comply Chapter 176 of the Texas Local Government Code. Chapter 176 mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the City of Hillcrest Village, including affiliations and business and financial relationships such persons may have with City of Hillcrest Village officers.

By doing business or seeking to do business with the City of Hillcrest Village, including submitting a response to this Request for STATEMENT OF QUALIFICATIONS, you acknowledge that you have been notified of the requirements of Chapter 176 of the Texas Local Government Code and you are representing that you are in compliance with them.

Conflict of Interest questionnaire must be completed and submitted with STATEMENT OF QUALIFICATIONS (See Exhibit F-3).

DISCLOSURE OF INTERESTED PERSONS FOR COUNCIL FOR APPROVED CONTRACTS: Under Section 2252.908 of the Texas Gov't Code - The Commission has approved a Certificate of Interested Persons form (generally referenced as Form 1295 – See Exhibit F-5), which must be filled out, signed, and submitted to the City at the time of execution of the Contract/Agreement, along with the certification of filing generated from the Commission's website. The Certificate of Interested Persons form is available on the Commission's website at <https://www.ethics.state.tx.us/tec/1295-Info.htm> and the successful Respondent must follow the Commission's filing process adopted pursuant to the statute.

PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL: Contracts for goods and services are subject to the requirements of Section 2270.002, Texas Gov't Code (H.B. 793). Under the provisions of this statute, 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:

- (1) does not boycott Israel; and
- (2) will not boycott Israel during the term of the contract.

PURCHASE ORDER: City of Hillcrest Village shall generate a purchase order to the successful Respondent. The purchase order number must appear on all invoices, packing lists and all

related correspondence. City of Hillcrest Village will not be responsible for any orders placed and/or delivered without a valid purchase order number.

DELIVERY: Any delivery and freight charges (FOB City of Hillcrest Village designated location) are to be included in the STATEMENT OF QUALIFICATIONS price.

PACKING SLIPS or other suitable shipping documents shall accompany each shipment and shall show:

- (a) Respondent company name and address;
- (b) Name and address of the City of Hillcrest Village department the shipment is being made to;
- (c) City of Hillcrest Village purchase order number;
- (d) Descriptive information as to the items delivered, including quantity and part numbers.

INVOICES submitted for payment shall be addressed to:

City of Hillcrest Village
City Secretary
200 W. Timberlane Dr.
Alvin, TX 77511

and, shall reference the City of Hillcrest Village and approved purchase order number. Periodic payments will be made within thirty (30) days of invoice date or satisfactory delivery of the product or service, whichever is later, provided that all other requirements as detailed in the contract have been fulfilled.

WARRANTY: Successful Respondent shall warrant that all items or services shall conform to the proposed specifications and all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

PATENTS/COPYRIGHTS: The successful Respondent agrees to protect City of Hillcrest Village from claims involving infringements of patents and/or copyrights.

TERMINATION OF CONTRACT: The City of Hillcrest Village reserves the right to terminate the contract immediately in the event the successful Respondent becomes insolvent and/or files for protection under bankruptcy laws.

Such termination is in addition to and not in lieu of any other remedies that City of Hillcrest Village may have in law or equity.

Respondent, in submitting this STATEMENT OF QUALIFICATIONS, agrees that City of Hillcrest Village shall not be liable to prosecution for damages in the event that the City declares the Respondent in default.

NOTICE: Any notice provided by this RFQ or required by law to be given to the successful Respondent by City of Hillcrest Village shall be deemed to have been given and received on the next business day after such written notice has been deposited in the U. S. mail in Hillcrest Village, Texas, by Registered or Certified Mail with sufficient postage affixed thereto,

addressed to the successful Respondent at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

ASSIGNMENT: The successful Respondents shall not sell, assign, transfer or convey a contract with the City of Hillcrest Village, in whole or in part, without the prior written consent of City of Hillcrest Village.

2. PROJECT BACKGROUND AND OBJECTIVES

2.1 Background Information

The City of Hillcrest Village is soliciting STATEMENT OF QUALIFICATIONS from engineering firms, which have five (5) years or more of comprehensive experience in providing specific specialties or a wide range of municipal engineering services for public works projects as outlined in Section 3. Scope of Services. Selected Respondents will be placed on an approved list for future projects, on an as-needed basis, to provide engineering services necessary to evaluate, design and/or monitor the construction of municipal public works projects, including roadway/street, water, wastewater, storm sewer, drainage, and other public works related projects. The City of Hillcrest Village reserves the right to select an Engineer, firm, or entity other than the Respondents selected from this RFQ on a specific project basis as determined at the sole discretion of the City Manager or City Council, as deemed to be in the best interest of the City.

No minimum amount of work is guaranteed and the relationship with the selected Respondents shall be nonexclusive so as to allow the City to use other engineers, firms, or entities at the sole discretion of the City Manager or the City Council, as deemed in the best interest of the City.

The City's expectation is that the selected Respondents provide a full range of professional engineering related services to assist in successful completion of a variety of municipal public works type projects, on an as-needed basis.

The City intends to negotiate and enter into a Professional Services Agreement for the engineering services as may be needed for a specific project.

2.2 Solicitation Purpose

The City of Hillcrest Village is seeking qualified engineering firms for placement on an approved list for future projects, on an as-needed basis, to provide engineering services necessary to evaluate, design and/or monitor the construction of municipal public works projects, including roadway/street, water, wastewater, storm sewer, drainage, and other public works related projects on an as-needed basis. The services requested will require the Respondent to be licensed to practice engineering in the State of Texas and must also employ Professional Engineers licensed to practice engineering in the state of Texas.

2.3 Contract Period (Initial and Option Terms)

The term of any contract shall be determined and negotiated on a project-by-project basis.

2.4 Notices of Instruction to Respondents

Signature of Offer to person Authorized to Sign

All offers shall bear an original signature, in ink, of a responsible officer or agent of the company. Failure to sign the offer portion of the solicitation, offer and award form, or to include a substitute signed document binding the Respondent, will be the basis for declaring a STATEMENT OF QUALIFICATIONS non-responsive.

2.5 Descriptive Literature

Descriptive literature, where applicable, containing complete scope of services or other information sufficient for the City to determine compliance with the specifications must accompany each STATEMENT OF QUALIFICATIONS, in duplicate. If a Respondent wishes to furnish additional information more sheets may be added.

The City is not responsible for locating or securing any information that is not identified in the offer and reasonably available to the City, and the City will not be responsible for locating or securing information not included with the offer. In conducting its assessment, the City may use data provided by the Respondent and data obtained from other sources, but while the City may elect to consider data obtained from other sources the burden of providing thorough and complete information rests with the Respondent.

2.6 Offer Documents, Supporting Literature and Related Data

Related data, where applicable, will be made part of the STATEMENT OF QUALIFICATIONS. All documents, literature and related data submitted as an offer become the property of the City of Hillcrest Village

2.7 Alternate Offers

The City of Hillcrest Village is not accepting alternate STATEMENT OF QUALIFICATIONS for review, evaluation and/or consideration.

3. SCOPE OF WORK

3.1 Scope of Work and Minimum Requirements

SCOPE OF WORK

I. SCOPE OF SERVICES

Hillcrest Village is searching for Respondents that will provide professional engineering services necessary to evaluate, design and/or monitor the construction of municipal public works projects, including but not limited to roadway/street, water, wastewater, storm sewer, drainage,

and other public works related projects in general or in specific specialties. The Respondents will not be an employee of the City for any purpose, including but not limited to the application of the Social Security Act, the Fair Labor Compensation Act, The Federal Insurance Contribution Act, and the Texas Unemployment Compensation Act. The selected Respondents will report to the City Clerk's office as needed.

- A. City Project Design Services: The selected Respondents must have the capability to design and review all or specific public works type projects including transportation infrastructure systems, water production, storage and distribution systems, sanitary sewer collection and treatment systems, and drainage and storm water management systems in the manner that the infrastructure is functional and cost effective. The selected Respondents may also be required to provide structural / engineering guidance for municipal structures.
- B. Environmental Services and Regulatory Agency Interactions: The selected Respondents 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: Brazoria County Drainage District, 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 United States Environmental Protection Agency.
- C. Grant Assistance: The selected Respondents shall, as requested, complete or assist in the completion of grant applications for City projects.
- D. Surveying, Easements, and Related Services: The selected Respondents shall have the capability of performing boundary surveys, topographic surveys, construction staking, prepare easement descriptions and plats, and assist in easement acquisition, if requested.
- E. CAD and GIS Capabilities: The selected Respondents shall have computer-aided drafting and geographic information system (GIS) capabilities that are compatible with the City's GIS. The selected Respondents may also be required to provide submittals in CAD or Microstation format, if required.
- F. Meeting Attendance and Participation: The Respondent(s) selected for a specific project may be expected to attend a variety of City meetings, including, but not limited to, City Council meetings, staff meetings, meetings with affected property owners, and meetings with other City, Municipal Utility District, Homeowner's Associations, County, State or Federal agencies.
- G. Work Product: The Respondent selected for a specific project 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 project in printed or electronic form as requested by the City.
- H. Assignment of Professional Engineer: The Respondents shall have a minimum of one (1) staff person who is a professional engineer licensed to practice in the State of Texas with the authority to sign and seal drawings, plans and documents.

- I. Responsiveness: The Respondents must commit to provide services to the City in a timely manner, without unreasonable delays.
- J. Proximity: The selected Respondents must be located within reasonable proximity to the City of Hillcrest Village to ensure meeting attendance if requested, to observe field conditions when necessary, provide surveying services, perform periodic inspections of work in progress, and respond to on-site meetings to review unexpected construction conflicts that may arise with minimal delay.
- K. Outsourcing/Subcontracting: Should the Respondent need to outsource or subcontract any portion of the work, the respondent must first obtain City approval and ensure there is no additional cost or hardship to the City.

4. FORMAT

4.1 STATEMENT OF QUALIFICATIONS Format and Structure

All submissions must follow the submission guidelines below. The City reserves the right to reject STATEMENT OF QUALIFICATIONS not in compliance with these requirements.

1. Use fonts no smaller than Times New Roman, 10 point. Maximum length including title page, the entire STATEMENT OF QUALIFICATIONS, and appendices should not exceed 30 pages.
2. All pages must be numbered.
3. Address qualifications criteria in the order presented in PART 5 – STATEMENT OF QUALIFICATIONS EVALUATION.
4. Major sections must have page breaks between them and the following sections.
5. The STATEMENT OF QUALIFICATIONS must be signed and titled by a duly authorized representative of the Respondent. In addition, the City requires that all STATEMENT OF QUALIFICATIONS contain the following:
6. Title Page – Clearly label with the RFQ number, RFQ title, Respondent's name, mailing address, and fax number, and the name, telephone number, and email address of a contact person.
7. Table of Contents – Identify the page location of each major section.
8. Introduction – Provide brief narrative of background and general qualifications of the Respondent, including any experience with services/products similar in scope and/or size to those requested in this RFQ.
9. Respondent's STATEMENT OF QUALIFICATIONS – Include all pages from this Request for Qualifications in addition to any other materials submitted by the Respondent. State in succinct terms the Respondent's understanding of the services to be provided and how the Respondent anticipates being able to meet the scope of work as delineated within Part 3 Scope of Work.
10. Contract Clauses and Forms – Include all pages and completed forms. In addition to the above information, describe any prior or pending litigation, civil or criminal, involving a

governmental agency or which may affect the performances of the services to be rendered. This includes any instances in which the Respondent or any of its employees, subcontractors, or sub-consultants is or has been involved within the last three years.

11. Client list – include points of contact and relevant information from three or more organizations that have used your company for similar products/services within the last three years.
12. Response must demonstrate your comprehension of the objectives and services from the RFQ. Do not merely duplicate the Scope of Work as presented within this RFQ.
13. Appendices – include any additional information that the Respondent deems important to the decision process but that is not specified elsewhere in the RFQ.
14. Identify by name and title of the individual responsible for the administration of the project. (That is, the individual who has the responsibility to oversee the contract, not a firm's contract negotiator, etc.)
15. Identify the project organization and staffing. A project organizational chart is to be provided, along with resumes of the personnel that would be assigned to the project. Level of staff for work to be performed. STATEMENT OF QUALIFICATIONS must describe the work to be performed by the individuals you name to perform essential functions and detail their specific qualifications and substantive experience directly related to this RFQ. A response prepared specifically for this RFQ is required. Marketing resumes often include non-relevant information that may detract from the evaluation of a STATEMENT OF QUALIFICATIONS. Lists of projects are not useful. Focus on individual's specific duties and responsibilities and how project experience is relevant to the requirements of this RFQ.
16. A list of references that can be contacted to discuss the performance on similar work. If available, provide a sample of comparable work your firm has generated for a similar project (see evaluation factor “B”, pg.15).

References that are not relevant to RFQ should not be included. Therefore, the References provided should be directly related to the requirements in the Scope of Work. The City is particularly interested in government references. The City may obtain other information by sending out questionnaires and/or through other sources. References other than those identified by the Respondent may be contacted by the City with the information received used in the evaluation.

The Respondent shall provide references from at least three contracts, within the last three years that are similar in size, scope and complexity.

17. Additional Information. Respondents are asked not to include loose brochures (e.g. general marketing material). Brochure material will not be considered for review. Only pertinent information should be submitted.

5. STATEMENT OF QUALIFICATIONS EVALUATION

5.1 Evaluation Factors

The STATEMENT OF QUALIFICATIONS evaluation process is designed to award the contract to the Respondent with the best combination of attributes (i.e., qualifications and experience) based upon the evaluation factors specifically established for this RFQ.

Respondents must provide all information outlined in the Evaluation Factors to be considered responsive. STATEMENT OF QUALIFICATIONS will be evaluated based on the responsiveness of the Respondent's information to the Evaluation Factors which will demonstrate the Respondent's understanding of the Evaluation Factors and capacity to perform the required services of this Request for Qualifications.

Submittals will be evaluated based on the following Evaluation Factors:

EVALUATION FACTORS	MAXIMUM POINTS
A. Qualifications (education, and certifications)	15 Points
B. Relevant experience in municipal engineering project evaluation, design and construction of public works projects.	35 Points
C. Response of References	10 Points
D. Past Relationship	20 Points
E. Familiarity and experience with regulating agencies	10 Points
F. Location	10 Points
	100 Points

The establishment, application and interpretation of the above Evaluation Factors shall be solely within the discretion of The City of Hillcrest Village ("the City").

The City reserves the right to determine the suitability of STATEMENT OF QUALIFICATIONS on the basis of all these factors.

5.2 Evaluation Factor Description

The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

EVALUATION FACTOR A

Qualifications (education, and certifications, primary experience)..... 15 Points

The respondent shall provide the educational achievements and certifications to include a current license as a professional engineer in the state of Texas. The Respondent's experience and qualifications of the staff that will have primary contact with the City of Hillcrest Village staff.

EVALUATION FACTOR B

Relevant experience in municipal engineering project evaluation, design and construction of public works projects... 35 Points

The respondent experience with and expertise in municipal engineering services. The Respondent's commitment to delivering work on time and within budget. The Respondent's demonstrated avoidance of personal or organizational conflicts of interest regarding any matters of litigation or otherwise.

EVALUATION FACTOR C

Response of References... 10 Points

The respondent must specify the Texas municipalities and a point of contact for reference. The respondent shall provide at least three (3) references for which they have provided similar services. The agency shall provide the names and telephones numbers of the contract administrators for whom the work was performed. If you do not have three Texas municipal contracts, then list Federal, State, or commercial contracts to complete this information.

Note: Score for each reference will be determined by dividing the total score by 3 references (i.e. 15 total points ÷ 3 = 5 points per reference).

CLIENT'S NAME	CONTACT NAME & TELEPHONE NUMBER	EMAIL ADDRESS

EVALUATION FACTOR D

Past Relationship... 20 Points

The respondent provide three (3) comparable contracts completed or in progress with the City of Hillcrest Village and/or any other Government entities or private sector firms for the past five years. The Respondent is responsible for ensuring the accuracy of the contact information for the references provided. The City shall not contact the respondent for replacement references and/or contact information if said e-mail addresses or telephones numbers are not valid or connected.

Note: Score for each reference will be determined by dividing the total score by 3 references (i.e. 15 total points ÷ 3 = 5 points per reference).

EVALUATION FACTOR E

Familiarity and experience with regulatory agencies..... 10 Points

The respondent's familiarity and experience with Fort Bend County, Fort Bend Drainage District, Fort Bend Subsidence District, Texas Department of Transportation, Texas Commission on Environmental Quality, and other county, state and federal agencies and Departments that are necessary to collaborate with in order to complete a project.

EVALUATION FACTOR F

Location 10 Points

The respondent's geographic location in relation to the City of Hillcrest Village

MAXIMUM TOTAL POSSIBLE POINTS100 Points

Responsibility Determination

The responsibility determination includes consideration of a Respondent's integrity, compliance with public policy, past performance with the City (if any), and eligibility to perform government work (e.g., debarments/suspension from any Federal, State, or local government). The City reserves the right to perform whatever research it deems appropriate in order to access the merits of any Respondent's STATEMENT OF QUALIFICATIONS.

A. Technical Capacity Determination

The City may conduct a survey relating to the Respondent's record of performance on past and present projects that are similar to the scope of work identified in this RFQ, which may include services/projects not identified by the Respondent. The City reserves the right to perform whatever research it deems appropriate in order to assess the merits of any Respondent's STATEMENT OF QUALIFICATIONS. Such research may include, but not necessarily be limited to, discussions with outside Respondents, interviews and site visits with the Respondent's existing clients and analysis of industry reports. The City will make a finding of the Respondent's Technical Resources/Ability to perform the RFQ scope of work based upon the results of the survey.

A Respondent will be determined responsible if the City determines that the results of the Technical Resources/Ability survey reflect that the Respondent is capable of undertaking and completing the RFQ scope of work in a satisfactory manner.

EXHIBIT F-1 - RESPONDENT'S INFORMATION FORM

Full Legal Firm/Company Name: _____

Business Street Address: _____

Business Mailing Address: _____

Business Telephone Number: _____

Business Fax Number: _____

County: _____ Minority Owned: _____ No. of Employees: _____

Corporation: _____ Partnership: _____ Proprietorship: _____ L.L.C. _____ L.L.P. _____

Year Est: _____ No. of Years in Business: _____ Federal ID No. _____

Nature of Business: _____

PRINCIPALS

Name: _____ Title/Position: _____

Name: _____ Title/Position: _____

Name: _____ Title/Position: _____

Name: _____ Title/Position: _____

Bank Reference: _____

Name of Bank Officer: _____

Address: _____

City/State/Zip _____

Phone Number: _____

EXHIBIT F-2 – RESPONDENT’S CERTIFICATION OF ADDENDA ACKNOWLEDGEMENT

- (a) By signature affixed, the Respondent certifies that neither the Respondent nor the firm, corporation, partnership, or institution represented by the Respondent, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, codified in Section 15.01, et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the bid made to any competitor or any other person engaged in such fine of business.
- (b) Respondent has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with City representatives and noted on the bid submitted.
- (c) Respondent understands that it shall forfeit its Proposal Bond to the City, as liquidated damages, if the undersigned Respondent is selected as the successful Respondent and fails to execute the Contract and provide the Performance Bond and Payment Bonds as required by this RFP.
- (d) Respondent guarantees product offered will meet or exceed specifications identified in this RFP.

Respondent must initial next to each addendum received in order to verify receipt:

Addendum #1	_____	Addendum #2	_____	Addendum #3	_____
----------------	-------	----------------	-------	----------------	-------

Respondent Must Fill in and Sign:

Name of Firm/Company: _____

Agent Name (printed): _____

Mailing Address: _____

City, State, Zip: _____

Phone & Fax Numbers: _____

E-Mail Address: _____

Authorized Signature: _____

Date: _____

EXHIBIT F-3 - CONFLICT OF INTEREST QUESTIONNAIRE (FORM CIQ)

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person 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 person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person 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 the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4_____
Signature of person doing business with the governmental entity_____
Date

Adopted 06/29/2007

EXHIBIT F-4 - REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

- (a) The Respondent shall comply with each and every condition contained herein. The Respondent shall provide and maintain the minimum insurance coverage set forth below during the term of its agreement with the City. Any Subcontractor(s) hired by the Respondent shall maintain insurance coverage equal to that required of the Respondent. It is the responsibility of the Respondent to assure compliance with this provision. The City of Hillcrest Village accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.

INSTRUCTIONS FOR COMPLETION OF INSURANCE DOCUMENT With reference to the foregoing insurance requirements, Respondent shall specifically endorse applicable insurance policies as follows:

- A. The City of Hillcrest Village shall be named as an additional insured with respect to General Liability and Automobile Liability on a separate endorsement
- B. A waiver of subrogation in favor of The City of Hillcrest Village shall be contained in the Workers Compensation and all liability policies and must be provided on a separate endorsement.
- C. All insurance policies shall be endorsed to the effect that The City of Hillcrest Village will receive at least thirty (30) days' written notice prior to cancellation or non-renewal of the insurance.
- D. All insurance policies, which name The City of Hillcrest Village as an additional insured, must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- E. Chapter 1811 of the Texas Insurance Code, Senate Bill 425 82(R) of 2011, states that the above endorsements cannot be on the certificate of insurance. Separate endorsements must be provided for each of the above.
- F. All insurance policies shall be endorsed to require the insurer to immediately notify The City of Hillcrest Village of any material change in the insurance coverage.
- G. All liability policies shall contain no cross liability exclusions or insured versus insured restrictions.
- H. Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- I. Respondent may maintain reasonable and customary deductibles, subject to approval by The City of Hillcrest Village.
- J. Insurance must be purchased from insurers having a minimum AmBest rating of B+.
- K. All insurance must be written on forms filed with and approved by the Texas Department of Insurance. (ACORD 25 2010/05) Coverage must be written on an occurrence form.
- L. Contractual Liability must be maintained covering the Respondents obligations contained in the contract. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting all endorsements and insurance coverages according to requirements and instructions contained herein.
- M. Upon request, Respondent shall furnish The City of Hillcrest Village with certified copies of all insurance policies.
- N. A valid certificate of insurance verifying each of the coverages required above shall be issued directly to the City of Hillcrest Village within ten (10) business days after contract award and prior to starting any work by the successful Respondent's insurance agent of record or insurance company. Also, prior to the start of any work

and at the same time that the Certificate of Insurance is issued and sent to the City of Hillcrest Village, all required endorsements identified in sections A, B, C and D, above shall be sent to the City of Hillcrest Village. The certificate of insurance and endorsements shall be sent to:

City of Hillcrest Village

Emailed to: cityoffice@hillcrestvillagetx.gov

Mailed to: 200 W. Timberlane Drive
Alvin, Texas 77511

Questions, please contact Amanda Hanlon, City Clerk, City of Hillcrest Village – 281-756-0577.

EXHIBIT F-4 (cont'd)

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

Items marked "X" are required to be provided if award is made to your firm.

Coverages Required & Limits (Figures Denote Minimums)

<input checked="" type="checkbox"/>	Workers' Compensation:	Statutory limits, State of Texas - \$500,000 per employee per disease / \$500,000 per accident / \$500,000 by disease aggregate		
<input checked="" type="checkbox"/>	Employers' Liability:	Covers criminal or fraudulent acts of employees		
<input checked="" type="checkbox"/>	Commercial General Liability:			
		<input checked="" type="checkbox"/> Very High/High Risk	Medium Risk	Low Risk
	Each Occurrence	\$1,000,000	\$ 500,000	\$ 300,000
	Fire Damage	\$ 300,000	\$100,000	\$ 100,000
	Personal & ADV Injury	\$1,000,000	\$1,000,000	\$ 600,000
	General Aggregate	\$2,000,000	\$1,000,000	\$ 600,000
	Products/Compl Op	\$2,000,000	\$ 500,000	\$ 300,000
	XCU	\$2,000,000	\$ 500,000	\$ 300,000
<input checked="" type="checkbox"/>	Automobile Liability: (Owned, Non-Owned, Hired and Injury and Property coverage for all)			
	<input checked="" type="checkbox"/> Very High/High Risk	Medium Risk	Low Risk	
	Combined Single Limits	Combined Single Limits	Combined Single Limits	
	\$1,000,000 Bodily	\$ 500,000 Bodily	\$ 300,000 Bodily	
	Garage Liability for B1 & PD			
	\$1,000,000 each accident for Auto, \$1,000,000 each accident Non-auto \$2,000,000 General Aggregate			
	Garage Keepers Coverage (for Auto Body & Repair Shops)			
	\$ 500,000 any one unit/any loss and \$ 200,000 for contents			
<input checked="" type="checkbox"/>	Umbrella each-occurrence with respect to primary Commercial General Liability, Automobile Liability, and Employers Liability policies at minimum limits as follows:			
	<input type="checkbox"/> Contract value less than \$1,000,000: <u>not required</u>			
	<input checked="" type="checkbox"/> Contract value between \$1,000,00 and \$5,000,000: <u>\$4,000,000 is required</u>			
	<input type="checkbox"/> Contract value between \$5,000,000 and \$10,000,000: <u>\$9,000,000 is required</u>			
	<input type="checkbox"/> Contract value between \$10,000,000 and \$15, 000,000: <u>\$15,000,000 is required</u>			
	<input type="checkbox"/> Contract value above \$15,000,000: <u>\$20,000,000 is required</u>			
	<input type="checkbox"/> Excess coverage over \$10,000,000 can be provided on "following form" type to the underlying coverages to the extent of liability coverage as determined by the City.			
	Professional Liability: including but not limited to services for Accountant, Appraiser, Architecture, consultant, Engineering, Insurance Broker, Legal, Medical, Surveying, construction/renovation contracts for engineers, architects, construction managers, including design/build Contractors.			
	<input type="checkbox"/> Minimum limits of \$1,000,000 per claim/aggregate. This coverage must be maintained for at least two (2) years after the project is completed.			
	Builder's Risk (if project entails vertical construction, including but not limited to bridges and tunnels or as determined by the City of Hillcrest Village) Limit is 100% of insurable value, replacement cost basis.			
<input checked="" type="checkbox"/>	Pollution Liability for property damage, bodily injury and clean up (if project entails possible contamination of air, soil or ground or as determined by the City of Hillcrest Village)			
	Other Insurance			
	Required: _____			

(b) **NOTE:** The nature/size of a contract/agreement may necessitate higher limits than shown above. These requirements are only meant as a guide, but in any event, should cover most situations. Check with Purchasing Office if you need assistance or need additional information.

EXHIBIT F-4 (cont'd)

REQUIREMENTS FOR ALL INSURANCE DOCUMENTS

RESPONDENT STATEMENT

I understand the Insurance Requirements of these specifications and will comply in full if
awarded this contract.

RESPONDENT: _____

SIGNATURE: _____

EXHIBIT F-5 – HOUSE BILL 1295 – CERTIFICATE OF INTERESTED PARTIES EXPLANATION AND INSTRUCTIONS

As of January 1, 2016, a new state policy was implemented that affects contracts with a governmental entity that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. HB1295 basically states the following...

House Bill 1295 amended the Texas Government Code by adding Section 2252.908, the Disclosure of Interested Parties. Under this Section 2252.908, the City of Hillcrest Village is prohibited from entering into a contract resulting from action by the governing body with a business entity unless the business entity submits a Disclosure of Interested Parties (Form 1295) to the City at the time the business entity submits the signed contract. The Texas Ethics Commission has adopted rules requiring the business entity to file Form 1295 electronically with the Texas Ethics Commission.

VENDOR'S Responsibility for Compliance:

- 1.) Go to the Ethics Commission Website using the following link to register and complete FORM 1295 - Certificate of Interest Parties Electronic Filing Application:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm
- 2.) Complete the filing application Form 1295 **electronically** with the Texas Ethics Commission using their online filing application. Click here to hyperlink to the form: Texas Ethics Commission Form 1295
- 3.) Print a copy of the completed form, which will include a certification of filing containing a unique certification number.
- 4.) Sign the form by an authorized agent of the business entity.
- 5.) Send a copy of the form with the executed contract to City personnel that is assisting with the contract.

As a "business entity," all vendors must electronically complete, print, sign, and submit Form 1295 with their contracts even if there are no conflicting interested parties within the City.

Definitions Utilized for Completing Form 1295 include:

"Interested Party" means a person:

- Who has a controlling interest in a business entity with whom the City contracts; or
- Who actively participates in facilitating the contract or negotiating the terms of the contract with the City, including a broker, intermediary, adviser, or attorney for the business entity

"Business Entity" means an entity:

- Who is recognized by law through which business is conducted, including a sole proprietorship, partnership or corporation.
- This includes NonProfit and For-Profit Organizations as a Business Entity

"Intermediary" for purposes of this rule, means a person:

- Who actively participates in the facilitation of the contract or negotiating the contract, including a broker, adviser, attorney, or representative of or agent for the business entity who:
- Receives compensation from the business entity for the person's participation
- Communicates directly with the City on behalf of the business entity regarding the contract
- AND is not an employee of the business entity

"Controlling Interest" means a person:

- Whereby has ownership interest or participating interest in the business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent
- Is a member on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members
- Who serves as an officer of a business entity that has four or fewer officers or service as one of the four officers most highly compensated by a business entity that has more than four officers

As of December 22, 2017 the 1295 form is no longer required to be notarized.

Additional Information to Help Clarify HB1295:

- Should you have questions, or require additional information, please contact the Texas Ethics Commission at 512-463-5800.
- For questions submitting Form 1295 to the City, contact City personnel assisting you or email [ghernandez@Hillcrest Village.tx.us](mailto:ghernandez@HillcrestVillage.tx.us)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____

My address is _____, _____, _____, _____, _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

EXHIBIT F-6 - HOUSE BILL 793 VERIFICATION

THIS VERIFICATION IS REQUIRED ONLY WHEN:

- 1) THE CONTRACT HAS A VALUE OF \$100,000 OR MORE; AND
- 2) THE COMPANY HAS 10 OR MORE FULL-TIME EMPLOYEES

I, _____, the undersigned representative of
_____(Company or Business name),
hereafter referred to as company, being an adult over the age of eighteen (18) years of age,
verify that the company named-above, under the provisions of **Subtitle F, Title 10, Texas
Government Code Chapter 2271:**

- 1. Does not boycott Israel; and**
- 2. Will not boycott Israel during the term of the contract the above-named
Company, business or individual has with the City of Hillcrest Village.**

Pursuant to Section 2271.001, Texas Government Code:

- 1. "Boycott Israel" means 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; and*
- 2. "Company" means a for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.*

Date

Signature of Company Representative

Position/Title

EXHIBIT F-7 - CERTIFICATION REGARDING DEBARMENT

CONTRACTOR INFORMATION

Name: _____

Address _____

Principal Contact: _____

Tax ID Number: _____

Project Number: _____

Project Name: _____

Certification Regarding Debarment, Suspension, Ineligibility and voluntary Exclusion

Indicate in the appropriate box (X) which statement applies to the covered potential contractor.

The potential contractor certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any federal department or agency or by the State of Texas.

The potential contractor is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor must attach and explanation for each of the above terms to which he is unable to make certification. Attach the explanation(s) to this certification.

The undersigned certifies that the potential contractor will not knowingly enter into any subcontract with a person who is excluded, debarred, suspended, declared ineligible or voluntarily excluded from participating in this covered transaction, unless authorized by the City of Hillcrest Village, Texas. The undersigned further certifies that the potential contractor will include this section regarding exclusion, debarment, suspension, ineligibility and voluntary exclusion without modification in any subcontracts or solicitations for subcontracts.

The undersigned swears that he/she is authorized to legally bind the prospective contractor to the above-described certification and is fully aware that this certification is made under penalty of perjury under that laws of the State of Texas.

Signature/Authorized Certifying Official

Type Name and Title

Prospective Contractor/Organization

Date Signed

State Contractor License No. (if any)

EXHIBIT F-8 – AGREEMENT FOR ENGINEERING SERVICES

AGREEMENT FOR
Engineering Services

STATE OF TEXAS §

COUNTY OF BRAZORIA §

THIS AGREEMENT, entered into and executed by and between the CITY OF HILLCREST VILLAGE, a general law A municipality under the laws of the State of Texas, hereinafter called "CITY", and

_____, Inc. hereinafter called "ENGINEER".

WHEREAS, the ENGINEER represents that it is fully capable of making and qualified to provide assistance to the CITY and ENGINEER desires to perform the same;

NOW, THEREFORE, the CITY and the ENGINEER, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

SECTION 1
SCOPE OF AGREEMENT

The ENGINEER agrees to provide the services as defined in Attachments "A" and "A-1" and any Amendments attached hereto and made a part hereof, and for having provided said services, the CITY agrees to pay the ENGINEER compensation as stated in the sections to follow. This Agreement takes precedence over all attachments in the event of conflicting terms and conditions.

SECTION 2
CHARACTER AND EXTENT OF WORK

The ENGINEER shall provide the services as defined in Attachments "A" and "A-1" and any Amendments attached hereto. The CITY shall be under no obligation to pay for services rendered without prior authorization.

SECTION 3
TIME FOR PERFORMANCE

The work shall be performed in accordance with Attachments "A" and "A-1". Upon written request of the ENGINEER, the CITY may grant time extensions to the extent of any delays caused by the CITY or other agencies with which the work must be coordinated and over which the ENGINEER has no control.

SECTION 4 **COMPLIANCE AND STANDARDS**

ENGINEER agrees to provide services hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the ENGINEER's trade or profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations and the orders and decrees of any courts, administrative, or regulatory bodies in any matter affecting the performance of the Agreement, including, without limitation, worker's compensations laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required, the Engineer shall furnish the City with satisfactory proof of compliance.

SECTION 5 **CHANGES TO THE PROJECT; ADDITIONAL WORK**

Engineer shall make such revisions to any work that has been completed as are necessary to correct any errors or omissions as may appear in such work. If the City finds it necessary to make changes to previously satisfactorily completed work or parts thereof that have been approved by the City in writing, the Engineer shall make such revisions if requested and as directed by the City and such services will be considered as additional work and paid for as specified under following paragraph.

The City retains the right to make changes to the Scope of Work at any time by a written order. Work that is clearly not within the general description of the Scope of Work and not does not otherwise constitute special services under this Agreement must be approved in writing by the City by supplemental agreement before the additional work is undertaken by the Engineer. If the Engineer is of the opinion that any work is beyond that contemplated in this Agreement and the Scope of Work governing the project and therefore constitutes additional work, the Engineer shall promptly notify the City of that opinion, in writing. If the City agrees that such work does constitute additional work, then the City and the Engineer shall execute a supplemental agreement for the additional work and the City shall compensate the Engineer for the additional work on the basis of the rates contained in the Scope of Work. If the changes deduct from the extent of the Scope of Work, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original Agreement

SECTION 6 **INDEMNIFICATION**

ENGINEER shall and does hereby agree to indemnify and hold harmless the CITY, and all of its present, future and former agents, employees, officials and representatives harmless in their official, individual and representative capacities, from any and all claims, demands, causes of action, judgments, liens and expenses (including attorney's fees, whether contractual or statutory), costs and damages (whether common law or statutory), costs and damages (whether common law or statutory, and whether actual, punitive, consequential or incidental), of any conceivable character, for injuries to persons (including death) or to property (both real and personal) created by, arising from or in any manner relating to the services or goods performed or provided by Engineer – expressly including those arising through strict liability or under the constitutions of the United States or Texas – BUT ONLY TO THE EXTENT ALLOWABLE BY SEC. 271.904 (a) OF THE TEXAS LOCAL GOVERNMENT CODE.

**SECTION 7
FORCE MAJEURE**

Force Majeure. Neither ENGINEER, its suppliers nor CITY will be liable for any failure or delay in this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the negligence or willful misconduct of ENGINEER), provided that the delayed party: (a) gives the other party prompt notice of such cause, and (b) uses its reasonable commercial efforts to promptly correct such failure or delay in performance. If ENGINEER is unable to provide services for a period of ten (10) consecutive days as a result of a continuing force majeure event, CITY may cancel the services order without penalty.

**SECTION 8
THE ENGINEER'S COMPENSATION**

For and in consideration of the services rendered by the ENGINEER pursuant to this Agreement, the CITY shall pay the ENGINEER the amount of \$_____ for "Basic Services" and up to an additional \$_____ for "Additional Services" which shall be considered as the total maximum fee in the amount not to exceed \$_____.
The limit of appropriation is addressed in Section 13.

**SECTION 9
TIME OF PAYMENT**

Payment by the CITY to the ENGINEER shall be made as follows:
ENGINEER shall be provided a purchase order number from the CITY and such number shall be referenced on all invoices submitted to the CITY. Upon completion of the work, ENGINEER shall submit to the City Clerk or designee an invoice, in a form acceptable to the CITY, setting forth the charges for the services provided which were delivered during such billing period, and the compensation which is due for same. If the project work shall take in excess of thirty (30) calendar days, then such invoice shall be submitted to the CITY on or about the first of each month. The City Clerk shall review the same and approve it with such modifications, as deemed appropriate. The CITY shall pay each invoice as approved by the City Clerk within thirty (30) days after receipt of a true and correct invoice by the CITY. The approval or payment of any such invoice shall not be considered to be evidence of performance by the ENGINEER to the point indicated by such invoice or of the receipt of or acceptance by the CITY of the services covered by such invoice. Invoices shall be submitted to the following address:

City of Hillcrest Village Attn: City Clerk
200 W. Timberlane Drive
Alvin, Texas 77511

Invoices submitted without a purchase order number will be returned unpaid. Failure to submit invoices to the above address will delay payment. DO NOT submit invoices to any other address for payment. The City's payments under the Contract, including the time of payment and the payment of interest on overdue amounts, are subject to Chapter 2251, Texas Government Code.

SECTION 10 TIME OF COMPLETION

The prompt completion of the services under which the Scope of Work relates is critical to the City. Unnecessary delays in providing services under the Scope of Work shall be grounds for dismissal of the Engineer and termination of this Agreement without any or further liability to the City other than a prorated payment for necessary, timely, and conforming work done by Engineer prior to the time of termination. The Scope of Work shall provide, in either calendar days or by providing a final date, a time of completion prior to which the Engineer shall have completed all tasks and services described in the Scope of Work.

SECTION 11 TERMINATION

This Agreement may be terminated:

- (1) By the mutual agreement and consent of both Engineer and City;
- (2) By either party, upon the failure of the other party to fulfill its obligations as set forth in either this Agreement or a Scope of Work issued under this Agreement;
- (3) By the City, immediately upon notice in writing to the Engineer, as consequence of the failure of Engineer to perform the services contemplated by this Agreement in a timely or satisfactory manner;
- (4) By the City, at will and without cause upon not less than thirty (30) days written notice to the Engineer.
- (5) If the City terminates this Agreement pursuant to Section 10 above, or subsection 11 (2) or (3), above, the Engineer shall not be entitled to any fees or reimbursable expenses other than the fees and reimbursable expenses then due and payable as of the time of termination and only then for those services that have been timely and adequately performed by the Engineer considering the actual costs incurred by the Engineer in performing work to date of termination, the value of the work that is nonetheless usable to the City, the cost to the City of employing another engineer to complete the work required and the time required to do so, and other factors that affect the value to the City of the work performed at time of termination. In the event of termination not the fault of the Engineer, the Engineer shall be compensated for all basic, special, and additional services actually performed prior to termination, together with any reimbursable expenses then due.

SECTION 12 ADDRESS AND NOTICES AND COMMUNICATIONS

The parties contemplate that they will engage in informal communications with respect to the subject matter of this Agreement. However, any formal notices or other communications ("Notice") required to be given by one party to the other by this Agreement shall be given in writing addressed to the party to be notified at the address set forth below for such party, (i) by delivering the same in person, (ii) by depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, addressed to the party to be notified, or (iii) by depositing the same with a nationally recognized courier service guaranteeing "next day

delivery," addressed to the party to be notified, (iv) by sending the same by telefax with confirming copy sent by mail, or (v) by sending the same by electronic mail with confirming copy sent by mail. Notice deposited in the United States mail in the manner hereinabove described shall be deemed effective from and after the date of such deposit. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purposes of notice, the addresses of the parties, until changed by providing written notice in accordance hereunder, shall be as follows:

All notices and communications under this Agreement shall be mailed to the ENGINEER at the following address:

Attention:	_____
Title:	_____
Telephone:	_____
Email:	_____

All notices and communications under this Agreement shall be mailed to the CITY at the following address:

City of Hillcrest Village
Attn: Amanda Blake, City Clerk
200 W Timberlane Drive
Alvin, Texas 7751
281-756-0577
cityoffice@hillcrestvillagetx.gov

SECTION 13 LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, ENGINEER has been advised by the CITY and ENGINEER clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the CITY shall have available the amount budgeted for this project to discharge any and all liabilities which may be incurred by the CITY pursuant to this Agreement and that the total maximum compensation that the ENGINEER may become entitled to hereunder and the total maximum sum that the CITY shall become liable to pay to ENGINEER hereunder shall not under any conditions, circumstances, or interpretations, hereof, exceed the said total maximum sum provided for in this section without prior written permission from the CITY.

SECTION 14 SUCCESSORS AND ASSIGNS

The CITY and the ENGINEER bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the CITY nor the ENGINEER shall assign, sublet or transfer its or his interest in this

Agreement without the written consent of the other, which consent will not be unreasonably withheld. Subcontractors shall comply with all provisions of this Agreement and the applicable Scope of Work. The approval or acquiescence of the City in subletting of any work shall not relieve the Engineer of any responsibility for work done by such subcontractor. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

SECTION 15 **OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the City shall be delivered to and become the property of the City. All drawings, charts, calculations, plans, specifications and other data prepared under or pursuant to this Agreement shall be made available, upon request, to the City without restriction or limitation on the further use of such materials PROVIDED, HOWEVER, THAT SUCH MATERIALS ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY THE CITY OR OTHERS. ANY REUSE WITHOUT PRIOR VERIFICATION OR ADAPTATION BY THE ENGINEER FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT THE CITY'S SOLE RISK AND WITHOUT LIABILITY TO THE ENGINEER. Where applicable, Engineer shall retain all pre-existing proprietary rights in the materials provided to the City but shall grant the City a non-exclusive, perpetual, royalty-free license to use such proprietary information solely for the purpose for which the information was provided. The Engineer may, at Engineer's expense, have copies made of the documents or any other data furnished to the City under or pursuant to this Agreement.

SECTION 16 **ENGINEER'S SEAL**

The Engineer shall place the Texas Professional Engineer's seal of endorsement of the principal engineer on all documents and engineering data furnished by the Engineer to the City. All work and services provided under this Agreement will be performed in a good and workmanlike fashion and shall conform to the accepted standards and practices of the engineering profession. The plans, specifications and engineering data provided by Engineer shall be adequate and sufficient to enable those performing the actual construction of the work to perform the work as and within the time contemplated by the City and Engineer. The City acknowledges that Engineer has no control over the methods or means of construction nor the costs of labor, materials or equipment. Unless otherwise agreed in writing, any estimates of construction costs by the Engineer are for informational purposes only and are not guarantees.

SECTION 17 **INDEPENDENT CONTRACTOR**

Engineer acknowledges that Engineer is an independent contractor of the City and is not an employee, agent, official or representative of the City. Engineer shall not represent, either expressly or through implication, that Engineer is an employee, agent, official or representative of the City. Income taxes, self-employment taxes, social security taxes and the like are the sole responsibility of the Engineer.

SECTION 18
NON-COLLUSION

Engineer represents and warrants that Engineer has not given, made, promised or paid, nor offered to give, make, promise or pay any gift, bonus, commission, money or other consideration to any person as an inducement to or in order to obtain the work to be provided to the City under this Agreement. Engineer further agrees that Engineer shall not accept any gift, bonus, commission, money, or other consideration from any person (other than from the City pursuant to this Agreement) for any of the services performed by Engineer under or related to this Agreement. If any such gift, bonus, commission, money, or other consideration is received by or offered to Engineer, Engineer shall immediately report that fact to the City and, at the sole option of the City, the City may elect to accept the consideration for itself or to take the value of such consideration as a credit against the compensation otherwise owing to Engineer under or pursuant to this Agreement.

SECTION 19
MEDIA

Contact with the news media shall be the sole responsibility of the CITY. ENGINEER shall under no circumstances release any material or information developed in the performance of its work hereunder without the express written permission of the CITY.

SECTION 20
AUTHORITY OF CITY CLERK

All work to be performed by the ENGINEER hereunder shall be performed to the satisfaction of the City Clerk. The City Clerk shall decide any and all questions, which may arise as to the quality, or acceptability of the work performed by the ENGINEER and the decisions of the City Clerk in such cases shall be final and binding on both parties. However, nothing contained herein shall be construed to authorize the City Clerk to alter, vary or amend this Agreement.

SECTION 21
INSURANCE REQUIREMENTS

A current certificate of insurance with the City named as an additional insured is required to be submitted to the Purchasing Office before the City will enter into a contract with a vendor.

A. POLICY REQUIREMENTS

Prior to the approval of this contract by the City, Engineer shall furnish a completed insurance certificate to the Purchasing Office, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverage, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. *CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY*, and no officer or employee of the City shall have authority to waive this requirement.

B. INSURANCE COVERAGE REQUIRED

Worker's Compensation - Statutory and Employers Liability with minimum limits of \$500,000 each accident and \$1,000,000 each employee; Commercial General (public) Liability insurance minimum limits of \$1,000,000 each occurrence including coverage Comprehensive Automobile Combined single limit for liability insurance, including bodily injury and property coverage of \$1,000,000 each accident.

C. ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by CITY, ENGINEER shall exercise reasonable efforts to accomplish such changes in policy coverage, and shall pay the cost thereof.

D. REQUIRED PROVISIONS

ENGINEER agrees with the respect to the above required insurance, all insurance contracts and certificate(s) of insurance *will contain and state, in writing, on the certificate or its attachment, the following required provisions:*

1. Name the City of Hillcrest Village and its officers, employees, and elected representatives as an additional insured;
2. Provide for notice to City upon cancellation;
3. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Hillcrest Village where CITY is an additional insured shown on the policy;
4. Provide for notice to the City at the address shown;
5. ENGINEER agrees to waive subrogation against the City of Hillcrest Village, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

E. NOTICES

ENGINEER shall notify CITY in the event of any change in coverage and shall give such notices not less than 30 days prior to the change, which notice must be accompanied by

a replacement CERTIFICATE OF INSURANCE. All notices shall be given to CITY at the following address:

City of Hillcrest Village
Attn: City Clerk
200 W. Timberlane Drive
Alvin, Texas 77511

F. APPROVAL

Approval, disapproval, or failure to act by CITY regarding any insurance supplied by ENGINEER shall not relieve ENGINEER of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate ENGINEER from liability.

SECTION 22 MODIFICATIONS

This instrument, including Attachments "A" and "A-1" and any Amendments attached hereto contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. In the event of any conflict between this instrument and/or Attachments "A" and "A-1", the CITY acting through the City Clerk at his sole discretion shall determine which provision prevails. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION 23 FISCAL FUNDING

The CITY's fiscal year is October 1st through September 30th. If this contract extends beyond September 30, 2020, there shall be a fiscal funding out. If, for any reason, funds are not appropriated to continue the contract in the new fiscal year, said contract shall become null and void on the last day of the current appropriation of funds. Contract will then be terminated without penalty of any kind or form to the CITY.

SECTION 24 CHOICE OF LAW

This Agreement and all the transactions contemplated herein shall be governed by the laws of the State of Texas. Exclusive venue for any action arising out this Agreement shall be in Brazoria County, Texas and ENGINEER hereby consents to such jurisdiction and venue.

SECTION 25 SEVERABILITY

In the event that any provision(s) of this Agreement shall for any reason be held invalid, illegal, or unenforceable, the invalidity, illegality or unenforceability of that provision(s) shall not affect any other provision(s) of this Agreement, and it shall further be construed as if the invalid, illegal, or unenforceable provision(s) had never been a part of this Agreement. This document and included Attachments is the entire Agreement and recites the full consideration between the

parties, there being no other written agreement.

SECTION 26
CUMULATIVE REMEDIES

In the event of default by any party herein, all other parties shall have all rights and remedies afforded to it at law or in equity to recover damages and to interpret or enforce the terms of this Agreement. The exercise of any one right or remedy shall be without prejudice to the enforcement of any other right or remedy allowed at law or in equity.

SECTION 27
WAIVER

The failure on the part of any party herein at any time to require the performance by any other party of any portion of this Agreement shall not be deemed a waiver of, or in any way affect that party's rights to enforce such provision or any other provision. Any waiver by any party herein of any provision hereof shall not be taken or held to be a waiver of any other provision hereof or any other breach hereof.

(Space left intentionally blank.)

SECTION 28
**ENGAGING IN BUSINESS WITH SUDAN, IRAN OR FOREIGN TERRORIST ORGANIZATION
PROHIBITED**

Pursuant to Section 2252.152, Texas Government Code, ENGINEER warrants, represents and agrees that ENGINEER is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts as a company that engages in business with Sudan, Iran or a foreign terrorist organization.

SECTION 29
SIGNATURES

IN WITNESS WHEREOF, said City of Hillcrest Village has lawfully caused these presents to be executed by the CITY MANAGER of said CITY and the said ENGINEER, acting by its thereunto duly authorized representative, does now sign, execute and deliver this instrument.

Authorized by the City of Hillcrest Village, Texas, on the _day of _____, 2025.

Name: _____
Title: _____

Date

CITY OF HILLCREST VILLAGE

Mayor

Date

Attest:

Amanda Blake
City Clerk