

# REQUEST FOR QUALIFICATIONS ENGINEERING SERVICES

City of Montgomery



## PROFESSIONAL ENGINEERING SERVICES LIMITED MASTER DRAINAGE STUDY – TOWN CREEK WATERSHED CITY OF MONTGOMERY, TEXAS

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**RESPONSES DUE:**

**February 3, 2010**

**2:00 p.m.**

**Central Standard Time**

City of Montgomery  
101 Old Plantersville Road  
Montgomery, Texas, 77316

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FORM: VENDOR INFORMATION FORM

FORM: HOUSE BILL 89 VERIFICATION FORM (Texas Government Code Chapter 2270)

# City of Montgomery RFQ Timeline

EVENT	DATE
Issuance of RFQ	January 15, 2020
Published	January 15, 2020 & January 22, 2020
Submittal Deadline: 2:00 pm	February 3, 2020
RFQ Opening: 2:00 pm	February 3, 2020

## Checklist of Documents to Return in Sealed Statement of Qualifications

- \_\_\_\_\_ Conflict of Interest Questionnaire (Form CIQ) (if needed)
- \_\_\_\_\_ Respondent's Residency Certification
- \_\_\_\_\_ House Bill 89 Verification Form

## RECEIPT OF REQUEST FOR QUALIFICATIONS

If the Respondent is interested in being considered as the qualified professional engineering consulting firm for the City, RFQs must be received in the office of the City Secretary on or before 2pm, February 3, 2020 at City of Montgomery City Hall, 101 Old Plantersville Road, Montgomery TX, 77316. Ten (10) copies of the RFQ and 1 digital copy on flash drive must be clearly marked on the face of the shipping material "PROFESSIONAL ENGINEERING SERVICES RFQ, LIMITED MASTER DRAINAGE STUDY – TOWN CREEK WATERSHED". No electronic submission will be accepted, and no submittals will be accepted following the deadline. The City reserves the right to negotiate with any and all individuals and firms that submit proposals, as per the Texas Professional Services Procurement Act. The City reserves the right to refuse any, or all, submittals. The City of Montgomery is an Affirmative Action/Equal Opportunity Employer.

## POINT OF CONTACT

Respondents shall restrict all contact and questions regarding this RFQ to the individual named below:

City of Montgomery, Texas  
Attn: Mr. Richard Tramm, City Administrator  
101 Old Plantersville Road  
Montgomery, Texas 77316  
Phone: 936-597-6434  
Email: rtramm@ci.montgomery.tx.us

## **I. General Information**

### **A. INTENT**

The City of Montgomery seeks Statements of Qualifications (SOQ) from Professional Engineers to prepare a limited watershed study of the Town Creek Watershed and Anders Branch Watershed and offer recommendations for channel alignment, channel improvement options, road/culvert crossing options, and provide a letter report identifying the options, costs, and recommendations.

### **B. RECEIPT AND OPENING OF RFQ's STATEMENTS OF QUALIFICATIONS**

Sealed SOQs shall be submitted, including one (1) original and nine (9) duplicates and one (1) digital copy on a flash drive, clearly marked with the project number and name, as well as the name and address of the Respondent firm(s) submitting the SOQ. The Vendor Information Form must be completed and signed by an authorized agent when submitted. Please do not use metal or plastic binding on SOQ's; staples, paper clips, binder clips, and 3-ring binders are acceptable.

At the appointed time, the SOQs will be publicly opened in a manner that avoids disclosure of contents to competing Respondents. The contents will then be kept confidential through the evaluation and negotiation process. *However, all Qualifications shall be open to the public inspection after the award, except for trade secrets and confidential information contained in the Qualifications and identified as such.*

***Any RFQ received after the time and date specified shall not be considered.***

### **C. RFQ MODIFICATIONS**

Any Respondent may modify their RFQ by sealed written communication at any time, provided such communication is received by the City Secretary, 101 Old Plantersville Road, Montgomery, Texas 77316, **prior to it being due.**

### **D. SCHEDULE CHANGES AND OTHER ADDENDUMS**

The City shall not provide an interpretation of the meaning of the plans, specifications, or other RFQ documents to any Respondent orally. Such communication must be submitted to the City in WRITING. Every request for interpretation must be in writing addressed to the City Administrator, 101 Old Plantersville Road, Montgomery, Texas 77316 or emailed to Mr. Richard Tramm at rtramm@ci.montgomery.tx.us. All requests must be received on or before February 3, 2020, at 2 pm.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the enclosed specifications which, if issued, will be submitted to all prospective

Respondents by the date indicated in the timeline above, or as soon as reasonably possible after they are received. Failure of the Respondent to receive any such addenda or interpretation shall not relieve Respondent from any obligation of the submitted SOQ.

## **E. METHOD OF AWARD**

### **1. The 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 selection team based upon the qualifications submitted in response to this RFQ.

### **2. Selection of the Respondent shall be based on the following criteria:**

- a) Respondent's Ability. The ability of the Respondent to provide quality professional engineering services per the Scope of Services.
- b) Respondent's Experience. The Respondent's experience with and expertise in hydrology, hydraulics and identifying practical solutions.
- c) Primary Experience. The experience and qualifications of the Respondent's staff that will have primary contact with City staff.
- d) Timeliness. The Respondent's commitment to delivering work on time and within budget.
- e) Avoidance. The Respondent's demonstrated avoidance of personal and organizational conflicts of interests regarding matters of litigation or otherwise.
- f) Commitment. The extent of involvement by the Respondent's key qualified personnel and the likelihood that key personnel will develop long term planning knowledge that will integrate with the City's infrastructure.
- g) References. The extent to which previous clients have found the Respondent's services acceptable. Provide a list client of names, contact information and name of entity. List the individual within the Respondent's firm with whom client had contact.
- h) Location. Geographical location in relation to the City.
- i) Familiarity and experience with surrounding cities and counties, as well as other State and County agencies and departments.

Once the most qualified Respondent is identified, a contract for services will be negotiated. In the event a contract cannot be agreed to, the second most qualified Respondent will be contacted to negotiate a contract.

## **F. CONDITIONS OF WORK**

Each Respondent must inform himself of the conditions relating to the services of the contract and the employment of labor therein. Failure to do so will not relieve a successful Respondent

of its obligation to furnish all services and labor necessary to carry out the provisions of the contract.

#### **G. LAWS AND REGULATIONS**

The Respondent's attention is directed to the fact that all applicable state laws, federal laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over such services shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though therein written out in full.

#### **H. CONFLICT OF INTEREST**

Prospective engineer will acknowledge any business relationship with any city official or family member of a city official as described in Chapter 176 of the Texas Local Government Code. In the event of such a relationship, the "Conflicts of Interest Questionnaire" (Form CIQ) prepared by the Texas Ethics Commission ("TEC") should be completed and submitted.

The Form CIQ is available at the TEC's website:

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

#### **I. PROHIBITION ON CONTRACTS WITH CERTAIN COMPANIES**

Pursuant to Chapter 2252, Texas Government Code, the Respondent represents and certifies that, at the time of execution of this Contract neither the Respondent, nor any wholly-owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

#### **J. PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL**

As required by Chapter 2270, Texas Government Code, Contractor hereby verifies that it does not boycott Israel and will not boycott Israel through the term of this Contract. For purposes of this verification, "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.

#### **K. DISCLOSURE OF INTERESTED PARTIES**

Pursuant to Section 2252 of the Texas Local Government Code, as of January 1, 2016, most business entities entering into a contract with a local government that requires approval of the governing body must submit a Disclosure of Interested Parties (Form 1295) to the local government prior to execution of the contract. The Texas Ethics Commission (TEC) has created a website application for business entities to submit the required information, and requires that the form be filed electronically. Prior to a Contract being submitted to City Council, the successful Respondent must complete Form 1295 on the TEC website, with a hard copy submitted to the City. This form is not required unless there is a contract between the vendor and the City and should NOT be included in the SOQ.

Form 1295 is available at the TEC's website:

<https://www.ethics.state.tx.us/filinginfo/1295/>

#### **L. NON-TRANSFERRABLE AGREEMENT**

The successful Respondent shall not assign, transfer, whether by assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under the Contract resulting from this RFQ without the written consent of the City Administrator who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of successful Respondent, the surviving or resulting corporation or transferee of assets shall be bound by and shall have the benefit of the provisions of the Contract only upon the prior written consent of the City Administrator. No assignment or novation of the Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

#### **M. INSURANCE**

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

1. Workers Compensation – statutory requirements.
2. Broad Form Comprehensive General Liability - \$1,000,000 Combined Single Limit Coverage.
3. Automobile Liability - \$500,000 Combined Single Limit.
4. Professional Liability/Errors and Omissions Coverage.

A copy of current Certificates of Insurance should be included in the SOQ. Within ten (10) business days of execution of a contract, an Insurance Policy Endorsement with City named as additional insured will be required.

Thirty (30) days prior to notice of policy cancellation shall be provided to the City. The successful Respondent shall furnish the City with an Insurance Policy Endorsement evidencing such coverage.

#### **N. TERM, RENEWAL AND TERMINATION**

The successful Respondent shall perform in accordance with the terms and conditions of the resulting Contract. Charges of poor performance shall be documented by the City and submitted to the successful Respondent for corrective action. If continued poor performance is communicated, this will be deemed as a breach of these specifications and shall be cause for immediate termination of the Contract.

Both parties reserve the right to terminate the Contract for any reason by notifying the other party in writing thirty (30) days prior to the termination date.

#### **O. RATE OF PAY**

All salaries to be paid as a result of the Contract awarded from this RFQ shall be in compliance with all existing and future National, State, and local laws, ordinances and regulations, which in any manner affect the fulfillment of the Contract and compliance with same. The actual salaries shall be paid at the discretion of the Contractor.

#### **P. INVOICE AND PAYMENT**

Respondent shall include Purchase Order number on the corresponding invoice.

Pursuant to the Prompt Payment Act, the City of Montgomery shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work. Acceptance by the City shall constitute all services required being received to the City's satisfaction.

#### **Q. LOBBYING AND CONTACT**

Respondents are prohibited from contacting any City employee (other than the individual named above), the Mayor, or any City Council representative for the purpose of lobbying or discussing the request. All requests for information shall be made to the assigned point of contact. Failure to comply with this clause shall be grounds for rejection of the Firm's RFQ as non-compliant.

#### **R. INDEPENDENT CONTRACTOR**

The Respondent 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 an independent



contractor(s), responsible for its respective acts or omissions, and that the City shall in no way be responsible for the Respondent's actions, and none of the parties hereto will have authority to bind the others or to hold out to third parties, that has such authority.

## **II. Scope of Services**

### **A. INTENT OF REQUEST**

The City is soliciting Request for Qualifications (RFQ) from interested, qualified professionals to provide engineering services for a Limited Master Drainage Study in the Town Creek Watershed within the City of Montgomery, Texas. The Respondent will be expected to be proactive in identifying existing and future conditions within the watershed and ensure the City has the most up to date information possible to make short term and long-term decisions for this watershed.

The services requested will require the selected Respondent to be licensed to practice engineering in the State of Texas and also must employ Licensed Professional Engineers. The selected Respondent will designate one Professional Engineer as the primary representative for the City that will have the authority to represent the Respondent's consultant team.

### **B. PROJECT SPECIFICS**

**Study Limits:** Town Creek Tributary – from Buffalo Springs Drive Bridge upstream to the FM 149 Crossing and Town Creek Tributary No. 1 (Anders Branch) from Town Creek Tributary upstream to the City of Montgomery City Limit line (approximately 1,000-feet north of Dr. Martin Luther King Jr. Drive).

**Study Scope of Work:** Respondent shall obtain the latest version of the FEMA watershed model along with any LOMRs, CLOMRs, LOMAs, CLOMAs, and any other studies that may impact the consultant's analysis and verify the accuracy of the model to existing site conditions at each cross-section of the model within the study limits. Respondent may be required to obtain topographic information to update the cross-sections if electronic data is not available.

Respondent shall analyze the Town Creek and Anders Branch tributaries based on existing City of Montgomery drainage criteria, Montgomery County drainage criteria and the Montgomery County recently adopted Atlas 14 rainfall amounts. Based on the analyses, Respondent shall offer recommendations in a letter report for the following:

1. Channel Alignment for Anders Branch, from Town Creek to City Limit Line and Town Creek, from Buffalo Springs Drive bridge to FM 149.
2. Drainage Easements widths for Anders Branch and for Town Creek.
3. Maintenance berm widths for Anders Branch and for Town Creek.
4. Channel Improvement options to contain the 1 percent extreme event within the banks, at street crossings and at locations where the cross-sections change along with typical cross-sections every 500-feet.

5. Crossing improvement options (bridge or culvert), if needed, for FM 149 (TxDOT) at Town Creek; for Lone Star Parkway at Town Creek; for Dr. Martin Luther King Jr. Drive at Anders Branch; for FM 149 (TxDOT) at Anders Branch and for Plez Morgan at Anders Branch.
6. Alternative recommendations for Watershed and Sub Watershed Detention to minimize channel and crossing improvements.
7. Alternative recommendations for extreme event flowage easements to minimize channel improvements.

The existing drainage facilities are located on private property and will require a right of entry from the property owner should Respondent need to obtain field data.

The deliverables shall include the following: a letter report with an Executive Summary, Introduction, Existing Conditions, Proposed Conditions, Population Projections, Existing Development, Future Development, Findings, Recommendations, Exhibits, Opinions of Probable Cost for the options discussed and Model Runs (hard copy and an electronic file).

### **C. INSTRUCTIONS FOR RESPONDING**

1. Required Contents: The most qualified Respondent should have extensive experience in municipal projects and as detailed in the Project Specifics. The qualifications and commitment of the key personnel assigned is critically important in the qualifications of the Respondent firm. Please provide the following in your Statement of Qualifications:
  - a. Cover letter: introduction including the name, phone number and email address of the individual(s) authorized to represent the company regarding all matters related to the RFQ. Maximum of 2 pages).
  - b. Table of Contents: clearly identify what part of the RFQ is being addressed in each section of the submittal (Max. 1 page).
  - c. Statement of Project Understanding.
  - d. Office which the City's primary contact person is geographically located.
  - e. Description of Respondent firm(s); history; number of employees; company philosophy regarding client and customer service; location; years in practice; and other information useful to the decision-making process. (max. 2 pages to include Items c, d, e & f).
  - f. Description how Respondent envisions being able to provide services to the City and a demonstrated understanding of the high expectations of the City and its residents.
  - g. Provide an organizational chart (Place in the Appendix).
  - h. Provide resumes of key personnel assigned to the project; provide experience, level of expertise, current license information (Maximum of 5 pages).
  - i. Provide a list of current and past projects similar to the Scope of Services completed by Respondent's firm(s). Include a brief description. (No more than 6 projects; maximum 5 pages).
  - j. Provide a list of references with contact information and who on the team is associated with that client (Place in the Appendix).
  - k. Describe any contracts for services awarded to Respondent's firm(s) that have been canceled or terminated for unsatisfactory performance. Provide a contact name, contact

information. Also, describe any legal proceedings involving the Respondent's firm(s) related to any municipal client or project that was unresolved or active January 1, 2015, to present (place in the Appendix).

- l. Insurance certificates (place in Appendix).
- m. Vendor Information Form (place in Appendix).
- n. House Bill 89 Verification (Form CIQ) (place in Appendix).
- o. Other Services Provided by Respondent(s) (place in Appendix).
- p. Form 1295 Disclosure of Interested Parties (place in Appendix).