

Request for Qualifications for Downtown Design & Streetscape Improvements

RFQ# 2020-004



RESPONSES DUE:

MONDAY SEPTEMBER 21, 2020

2:00 p.m. CST

Montgomery Economic Development Corporation

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)

REQUEST FOR QUALIFICATIONS TIMELINE

EVENT	DATE
Issuance of RFQ	August 21, 2020
Notice Published	August 21, 2020 and August 28, 2020

Submittal Deadline: 2:00 p.m. September 21, 2020

RECEIPT OF STATEMENTS OF QUALIFICATIONS

If the Respondent is interested in being considered as the qualified professional design consulting firm for the Montgomery Economic Development Corporation, SOQ's must be received in the office of the City Secretary on or before 2:00 p.m., September 21, 2020 at Montgomery City Hall, 101 Old Plantersville Road, Montgomery, Texas, 77316. Ten (10) printed copies and one (1) digital copy (on a flash drive or CD) of the SOQ must be clearly marked on the face of the shipping material "DOWNTOWN DESIGN RFQ". No electronic submission will be accepted, and no submittals will be accepted following the deadline. The MEDC reserves the right to negotiate with any and all individuals and firms that submit proposals per Chapter 2254 of the Texas Local Government Code. The MEDC reserves the right to refuse any or all of the submittals.

POINT OF CONTACT

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

City of Montgomery, Texas
Attn: Mr. Dave McCorquodale, Assistant City Administrator
101 Old Plantersville Road
Montgomery, Texas 77316
Phone: 936-597-3235
Email: dmccorquodale@ci.montgomery.tx.us

I. GENERAL INFORMATION

A. INTENT

The Montgomery Economic Development Corporation ("MEDC") seeks Statements of Qualifications from qualified, multi-disciplinary professionals in the fields of urban planning, landscape architecture, and civil engineering to prepare a design solution to improve the public spaces in Historic Downtown Montgomery, unify the downtown district through common design details and elements, and provide phasing solutions for implementation.

B. SOQ MODIFICATIONS

Any Respondent may modify their SOQ by sealed written communication to the City Secretary, 101 Old Plantersville Road, Montgomery, TX, 77316, at any time, provided such communication is received prior to the SOQ submittal deadline.

C. SCHEDULE CHANGES AND OTHER ADDENDA

The City and MEDC shall not provide an interpretation of the meaning of plans, specifications, or other RFQ documents to any Respondent orally. Such communication must be submitted to the City in writing 24 hours prior to the submittal deadline. Requests for clarifications may be sent by ordinary mail addressed to Assistant City Administrator, 101 Old Plantersville Road, Montgomery, TX, 77316 or by email to dmccorquodale@ci.montgomery.tx.us. Failure to receive any such addenda or interpretation shall not relieve Respondent from any obligation of the submitted SOQ.

D. METHOD OF AWARD

The successful Respondent will be selected in accordance with the Professional Services Procurement Act, Section 2254.004, Texas Code: In procuring professional services, a government entity shall:

- a)** First select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications; and
- b)** Attempt to negotiate with that provider a contract at a fair and reasonable price.

Information included within the SOQ may be used to evaluate your firm as part of any criteria regardless of where that information is found within the SOQ. Information obtained from the SOQ and from any other relevant source may be used in the evaluation and selection process.

E. 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.

F. LAWS AND REGULATIONS

The Respondent's attention is directed to the fact that all applicable state and 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.

G. CONFLICT OF INTEREST

Prospective design firm will acknowledge any business relationship with any city official or family member of a city official as described in Chapter 176 of the Texas 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. Form CIQ is available at the TEC website:

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

H. COMPLIANCE WITH HB 89:

Respondent agrees per HB 89 to not boycott Israel at any time while providing products or services to the City of Montgomery or the MEDC.

☐ Yes, we agree

☐ No, we do not agree

☐ N/A

I. COMPLIANCE WITH SB 252

Respondent agrees per SB 252 to not do business with Iran, Sudan or a foreign terrorist organization while providing products or services to the City of Montgomery or the MEDC.

☐ Yes, we agree

☐ No, we do not agree

J. DISCLOSURE OF INTERESTED PARTIES

Pursuant to Section 2252 of the Texas 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 City and the vendor and should NOT be included in the SOQ.

K. NON-TRANSFERABLE 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 MEDC Administrator who is hereby authorized to give such consent by the MEDC Board of Directors; provided, however, that assignments to banks or other financial institutions may be made without consent of the MEDC. 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 with consent of the MEDC 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 supplying such materials, tools, or equipment.

L. 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. Worker's 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 & Omissions Coverage.

M. 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 MEDC 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 date of termination.

N. 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 the same. The actual salaries shall be paid at the discretion of the Contractor.

O. INVOICE AND PAYMENT

Contractor shall include Project number on the corresponding invoice. Pursuant to the Prompt Payment Act, the MEDC shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work. Acceptance by the MEDC shall constitute all services required being received to the MEDC's satisfaction.

P. LOBBYING AND CONTACT

Respondents are prohibited from contacting any City employee (other than the individual named above), the Mayor, any City Council member or MEDC Director 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 SOQ as non-compliant.

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

II. SCOPE OF SERVICES

A. PROJECT SPECIFICS

Project area: Historic Downtown Montgomery is a roughly 10-block area north of the State Highway 105 and FM 149 intersection. The Project area is bound by the following streets: State Highway 105 to the south, Berkley to the north, Pond Street to the west, and Prairie Street to the east. Both sides of the street ROW on these bounding streets may be considered to be part of the Project area.

Project context: The City of Montgomery is a 4.4-square mile incorporated area on the western edge of Lake Conroe along the SH 105 corridor. Although the City is home to about 1,800 residents, around 50,000 people get their mail with a Montgomery mailing address and feel connected to the City, its history, and its future. The historic downtown, part of the City's Historic Preservation Overlay District, is made up of several blocks with retail storefronts, restaurants, and professional offices. FM 149 runs north-south through downtown as Liberty Street. TxDOT is planning improvements to the road and part of a successful design solution will be to coordinate with TxDOT to incorporate the City's design priorities with the agency's plans. TxDOT estimates to begin the road improvement project in 2024.

Project Scope: The selected Respondent will work with the MEDC, City, and community to develop a design solution for historic downtown that includes:

- a) Streetscape improvements that may include paving designs and details to enhance pedestrian safety and create identity for the historic downtown.
- b) Pedestrian space improvements to include sidewalks and other City-controlled properties.
- c) Develop thematic elements that provide a visual identity for the historic downtown.
- d) Identify and propose solutions for green infrastructure projects in the historic downtown that enhance pedestrian space and reduce the amount of stormwater entering the City's storm sewer system.
- e) Assist City in planning for infrastructure upgrades in Project area as phases of construction to include water, wastewater, electric, and telecommunications.

- f) Provide coordination with TxDOT to ensure cohesion between City and TxDOT priorities with the intent to influence the final design to accommodate pedestrian activity in the historic district.

The City is nearing completion of a Comprehensive Plan update (original adopted in mid-1990's) in partnership with TAMU's Texas SeaGrant program. The historic downtown revitalization is one of the goals of the Comprehensive Plan.

Additionally, the MEDC worked with TAMU's Texas Target Communities program on a collection of design projects from 3rd and 4th year Landscape Architecture students. The designs which focused on the downtown area provided concepts for the MEDC to use in articulating a vision for downtown. The successful Respondent will find the MEDC further along in considering design alternatives than typical at this stage of the process.

Deliverables for the Project should include an Executive Summary, a Master Plan of the Project area showing proposed improvements (both public and private), a detailed Pedestrian Circulation plan with a hierarchy of spaces, Parking plan identifying public and private parking, (along with any proposed parking), Design drawings and renderings that explain the proposed design. Estimated Project costs and phasing options for the Project shall also be part of the Project Deliverables. The Project deliverables are to be in hard copy and electronic format.

The intent of the Project is to develop an overall design with documents that are ready to be developed into Construction Documents. Construction Documents are outside the scope of this Project, though the selected Respondent should be aware of the practicality of constructing any proposed design elements.

B. INSTRUCTIONS FOR RESPONDING

SOQ's should contain the following information:

- a) Cover letter. The cover letter should be signed by a member of the Respondent's firm empowered to commit the firm to a contractual arrangement with the MEDC. The cover letter should also identify the firm submitting the SOQ and any sub-consultants that may be proposed. The cover letter should outline your understanding of the Project and serve as the firm's Statement of Project Understanding.
- b) Description of Respondent's firm. Firm history, number of employees, areas of practice, and other information useful to the decision-making process.
- c) Resumes of key personnel assigned to the Project team. Include level of experience and Project team role.
- d) Work approach and timeframe. Provide a detailed description of the work you propose to fulfill the requirements of this request for proposal. For each task, describe the activity, the intended result, any work or activity you assume will be conducted by the MEDC and an anticipated timeframe for completion.
- e) Provide a list of current and/or past projects similar in scope to the proposed project and who on the Project team was associated with that project. Particular attention

should be given to providing before and after photos of projects, and an explanation of what role the firm played in the project.

- f) Describe any contracts for services awarded to the Respondent's firm(s) that have been canceled or terminated for unsatisfactory performance. Provide a contact name and information. 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.

C. EVALUATION OF SOQ'S

The MEDC will evaluate all submitted proposals based on the responsiveness of the work approach proposed, the qualifications of the staff that will work with the City, and the overall qualifications of the firm. Specifically, the MEDC will evaluate the proposals on the following criteria:

- a) Respondent's Ability. The ability of the Respondent to provide quality professional design services per the Scope of Services.
- b) Respondent's Experience. The Respondent's experience with and expertise in historic downtown revitalization and urban design.
- c) Primary Experience. The experience and qualifications of the Respondent's staff that will have primary contact with the MEDC and 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 interest 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 planned phases of project construction.
- g) References. The extent to which previous clients have found the Respondent's services acceptable. Provide a list of previous client names and contact information. List the individual within the Respondent's firm with whom client have contact.
- h) Familiarity and experience with surrounding cities and counties, relevant state and county agencies, and regional growth patterns and those impact the City of Montgomery.

The MEDC may schedule oral interviews with some or all of the Respondents and, in that event, the outcome of such interviews may influence the evaluation of SOQ's.