CITY OF PASADENA

Request for Qualifications No. 18-034

ENGINEERING SERVICES
for
Federally Funded Flood Mitigation, Drainage Design and Evaluations
and Projects as Authorized by the City of Pasadena, Texas

RFQ SCHEDULE SUMMARY

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 28, 2018</td>
<td>RFQ documents released</td>
</tr>
<tr>
<td>November 28, 2018</td>
<td>Legal Advertising for RFQ</td>
</tr>
<tr>
<td>December 5, 2018</td>
<td>Pre-Submittal Conference</td>
</tr>
<tr>
<td></td>
<td>City Hall, 1149 Ellsworth Drive, 2nd Floor, Suite 236</td>
</tr>
<tr>
<td>December 6, 2018 at 10am</td>
<td>Last day for inquiries and clarifications</td>
</tr>
<tr>
<td>December 13, 2018 at noon</td>
<td>RFQ Due Date</td>
</tr>
<tr>
<td>December 17, 2018 by 4pm</td>
<td>Qualifications opened at 1149 Ellsworth, 2nd Floor, Suite 236</td>
</tr>
<tr>
<td>December 18, 2018 at 3pm</td>
<td>Notify short-listed firms</td>
</tr>
<tr>
<td>To be Determined</td>
<td>Interviews</td>
</tr>
<tr>
<td>To be Determined</td>
<td>City Approval of selected Engineer</td>
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</tbody>
</table>

* This schedule is preliminary and may be modified at the discretion of the owner.
REQUEST FOR QUALIFICATIONS

The City of Pasadena, Texas is seeking Engineering Services to provide preliminary and final design phase services, construction phase services, and other related services and assistance for Federally Funded Paving Designs, Drainage Evaluations and other projects as may be determined by the City of Pasadena. The scope of services is further described in the attached draft Agreement for Engineering Services attached hereto as “Exhibit A”.

1. PROJECT INFORMATION

A. Scope of Work

I. Engineering:

Scope of design and project management services for the construction of The City of Pasadena Drainage Mitigation and Stormwater Detention Program (Program) federally funded by the Texas Department of Emergency Management (TDEM) through FEMA Hazard Mitigation Grant Program. The Program requires time sensitive design of drainage and right-of-way restoration to allow mitigation of flash flood occurrence by lowering roadways approximately 2 feet below current conditions. The impact area is bounded by the City of Pasadena western limit, Spencer Highway, Beltway 8 and SH 225. The proposer will meet all FEMA Grant Reimbursement requirements and provisions per 2 CFR, 24 CFR and M/WBE Government codes for their work and provide a dedicated team for evaluation of proposed stormwater improvements to standards set by the City of Pasadena, FEMA and TDEM. Provide final design within 32 weeks and gain approval for plans to provide a reduction in current flash flood areas. Design period of 32 weeks excludes review time by City of Pasadena and other applicable governmental agencies. The project also requires post design cross section calculations of project limits to calculate and provide impact of project. The proposer must show their historical ability to achieve design accuracy with critical timelines for the following:

- Provide general paving and storm sewer design with adjustment to existing public and private utilities.
- Provide Detention Basin design and calculations for additional Drainage Program capacity.
- Ability to provide a 1000 cfs Storm Water Pump Station design complete while limited to a linear 30’ wide prescriptive easement.

The proposer shall submit their Additional Services team for Survey and Geotechnical Services as follows:

A. Survey: (Without 10% markup for firms that are co-owned by the Engineering Provider/Proposer)

- Provide survey files with NAD83 horizontal (Texas State Plane, South Central Zone 4204) – provide meta data (CORS station and EPOCH) combined scale factor (Grid to Surface)
- NAVD88 (2001 Adj.) Vertical - provide meta data (TSARP RM used)
- Provide point data in asci format (point number, northing, easting, elevation, point description)
- Provide TIN (surface model) in LANDXML format.
- Call 811 located surface indication of utilities marked: CenterPoint gas & electric – request maps also-Verizon – request maps also-AT&T – request maps also-Cable – request maps also
- Pipelines - Include owner, product, size, & natural ground shot with depth of cover at marker with contact number
- Locate all feature within and 5 feet outside right of way:
  - Edge of pavement, Top of curb / Gutter, Crown of pavement, Driveways, Natural ground at ROW, Natural ground outside pavement, Top of Bank, Toe of Slope, CL / FL of ditch, driveways, structures, etc.
  - Storm Sewer-Inlets, MHs, type & size of pipe (including culverts), FLs, etc.
  - Existing Topography - Mailboxes, street signs, meters, power poles, traffic lights & pedestals
- Provide sketch of measure downs for above
- Provide cad file showing above with surface lines connected and measure downs annotated, provide symbol legend and point codes used.

B. Geotechnical: (Without 10% markup for firms that are co-owned by the Engineering Provider/Proposer)

- Provide Log of Boring with appropriate recommendation report for design of buried drainage and site restoration as follows
- Perform Logs of soil borings with water levels
- Laboratory tests to evaluate the engineering properties of the soils
- Incorporating the laboratory test data into an engineering analysis
- Provide fill placement criteria
- Provide minimum design parameters for current design
- Provide recommendations to eliminate or minimize foreseeable construction problems
- Incorporating all of the above into an engineering report
- Collect ground borings at a general rate of 10’ borings for surface restoration every 500 LF and limited ground borings of 25’ depth where drainage utility depths exceed 10’ based on the engineering design. Provide singular borings as requested and approved by the City of Pasadena.

II. Hydraulics and Hydrology Resources

Scope of Hydraulics and Hydrology Resources (H&H) management services for the evaluation of impact for construction of The City of Pasadena Drainage Mitigation and Stormwater Detention Program federally funded by the Texas Department of Emergency Management through FEMA Hazard Mitigation Grant Program. The program
requires time sensitive H&H evaluation of design of drainage and
right-of-way restoration to allow mitigation of flash flood occurrence
by lowering roadways approximately 2 feet below current conditions.
The impact area is bounded by the City of Pasadena western limit,
Spencer Highway, Beltway 8 and SH 225. The proposer will provide a
dedicated team for evaluation of proposed stormwater improvements to
standards set by the City of Pasadena, FEMA and Texas Department of
Emergency Management. The proposer will demonstrate advanced
ability to calculate and report drainage scenarios in summary including
sampling of 2D scenarios as requested per the City of Pasadena.

Other projects may be assigned as determined by the City of Pasadena.

B. Project design budget:

Budgets for each project to be determined by the City are forecast and based
on the most recent Harris County fee curve schedule in the preliminary
stage, with an option to proceed with additional services based on unique
circumstances for each project determined by the City.

C. City Representative: Department Director or designee, as applicable.

2. ADVERTISEMENT

NOTICE FOR PROFESSIONAL SERVICES
RFQ NO. 18-034

The City of Pasadena, Texas invites you to submit a sealed Statement of Qualifications for:

Engineering Services
For
Federally Funded Flood Mitigation, Drainage Design and Evaluations and other
projects by the City

Sealed proposals will be received by the City of Pasadena, Texas on or before 4:00 p.m.
on Monday, December 17, 2018 in the Office of the City Secretary, 1149 Ellsworth
Drive, 2nd Floor; Pasadena, Texas 77506. Statements of Qualification will be publicly
opened and the name of the firm will be read aloud on Tuesday, December 18, 2018 at
3:00 p.m. at City Hall, 1149 Ellsworth Drive, 2nd Floor, Suite 236.

RFQ documents may be obtained via the Internet by contacting DemandStar.com or
from the City of Pasadena Purchasing Department web page at www.pasadenatx.gov. If
you do not have Internet access, you may obtain the documents by contacting the Public
Works Department at 1149 Ellsworth Drive, 5th Floor, Pasadena, Texas, 77506, (713)
475-7835.

Statement of Qualifications may be either mailed or hand delivered to the City
Secretary’s Office, 1149 Ellsworth Drive, 2nd Floor, Pasadena, TX 77506. Any Statement
of Qualifications received after the above stated time will be returned to the proposer
unopened.
The City reserves the right to reject any and all proposals, or accept any combination of statements of qualification deemed advantageous to it.

A pre-submittal conference will be conducted on Thursday, December 6, 2018 at 10:00 A.M. at City Hall, 1149 Ellsworth Drive, 2nd Floor, Suite 236 to answer questions regarding the RFQ Requirements. All prospective proposers are encouraged to attend. Non-attendance on the part of a proposer shall not relieve the proposer of any responsibility for adherence to the provisions of this statement of qualifications package or any addenda hereto.

The City of Pasadena is soliciting qualifications for the herein described services for the purpose defined in this document. By responding to this request, the proposer agrees to perform in accordance with the terms and conditions set forth in this document in the event that the response is selected for contract award.

The City reserves the right to waive any informality in submittals received, deemed to be in the best interest of the City. No officer or employee of the City of Pasadena shall have a financial interest, direct or indirect, in any contract with the City of Pasadena.

Published in the Pasadena Citizen & on the City of Pasadena Website

Published November 28, 2018 and December 5, 2018

3. SUBMISSION INSTRUCTIONS

A. Submission due date and location:

City of Pasadena City Secretary’s Office
1149 Ellsworth, 2nd Floor
Pasadena, Texas 77506

B. Any submission not prepared and received in accordance with provisions stated herein, will be considered an informal submission and any, or all of the submissions may be rejected.

C. Submit 1 hard copy along with an electronic copy of your Qualifications along with all required forms as listed in this request.

D. Format for your Request for Qualifications shall include the following information in the sequence and format prescribed.

- Cover Letter – Respondents shall include a one page introductory cover letter indicating interest in projects.
- Submittal Cover/Signature Sheet (Form #1) – respondent shall complete and sign this form. Respondent must complete and include the Submittal Cover/Signature sheet with submittal. The Submittal Cover/Signature Sheet must be signed by a person, or persons, authorized to bind the entity, or entities submitting the response. Submittals signed by a person other than an officer of the company or
partner of the firm shall be accompanied by evidence of authority. Joint ventures require signatures from all firms participating in the Joint Venture. Joint Ventures are required to provide legal proof of the joint venture such as Joint Venture Agreement as an attachment to the submittal.

- Submittal Checklist (Form #2) – Respondent shall complete this form which is to be used as the Table of Contents for its submittal.
- General Questionnaire (Form #3) – Completed
- Felony Conviction Notification (Form #4) must be completed to include any of the principals of any of the companies involved in this submittal.
- Conflict of Interest Questionnaire (Form #5) – Completed
- Supplemental Qualification Statement in narrative form that covers items in Section four (4) paragraph “H”.
- Resumes labeled as Attachment.
- Additional information (optional) labeled as Attachments

4. SELECTION PROCESS

A. The selection process will follow the stipulations as applicable of Chapter 2254 Local Government Code. Any federal funding provided will need to abide by 2 CFR 200.318 and 1 CFR 200.320.

B. The City will conduct a comprehensive, fair and impartial evaluation of all submittals received in response to this RFQ according to the criteria set forth in Section 4-H. The City will appoint a selection committee to perform the evaluation. Each submittal will be analyzed to determine overall responsiveness and qualifications under the RFQ. The selection committee may select all, some or none of the Respondents for interviews. If the City elects to conduct interviews, Respondents will be interviewed and scored. If interviews are to be held, an interview invitation letter will provide any request for clarifications. The City may also request additional information from Respondents at any time prior to final approval of a selected Respondent.

C. Within thirty (30) days after the date of opening the Request for Qualifications, the City will evaluate and rank each submission in relation to the criteria set forth in the Request for Engineering Services Qualifications.

D. At the conclusion of the selection process, each of the rated elements for each firm will be evaluated to determine the highest qualified team(s) for the project(s). The Owner will enter into negotiations with the selected firm(s) and execute a contract upon completion of negotiation of fees and contracts terms for final approval.

E. If the owner is unsuccessful in negotiating a contract with the highest ranking team(s), the Owner may then negotiate with the second or third most qualified team(s) until a contract is executed, or may decide to terminate the selection process.

F. Firm(s) short listed for interviews or the Firm(s) selected for this project will be notified directly by the Owner per the above schedule.
G. Final approval of selected Respondent(s) is subject to the action of the City of Pasadena City Council.

H. Proposals will be evaluated and ranked by the selection committee. The ranking is based upon the following criteria and weights:

- 35% Current staff capacity, Qualifications and Accessibility of personnel dedicated for this project
- 25% Engineer design experience on similar projects
- 30% Overall reputation for managing schedule, budget, scope changes, punchlist, close-out, & responding to client needs
- 10% Historical Compliance with State and Federal Grant Programs

Required: Proof of Professional Liability Insurance

I. The City reserves the right to waive any informality and to reject and or accept any or all Proposals.

5. GENERAL INFORMATION

A. Scope of Services, insurance requirements and other related information can be found in the Draft Agreement for Engineering Services attached hereto as “Exhibit A”.

B. Pursuant to the requirements of House Bill 1295, 84th Legislative Session, contract with successful respondent is contingent upon the business entity’s completion of the required Form 1295, Certificate of Interested Parties, as applicable.

6. PROTESTS

A. All protests regarding the solicitation process must be submitted in written form to the Purchasing Manager within five (5) working days following the opening of bids/proposals. This includes all protests relating to legal advertisements, deadlines, bid/proposal openings, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications contained herein or in the contract documents.

B. Post-award protests must be submitted in written form to the Purchasing Manager within five (5) working days after award and must specify the grounds upon which the protest is based. A valid protest shall;

- Come from an actual bidder/offeror/respondent for the contract, and
- Who claim to be the rightful awardee. That is, the protest is not valid if filed by a bidder/offeror/respondent who cannot show they would be awarded the contract if their protest were accepted.

C. The Purchasing Manager, having authority to make the final determination, will respond within 10 working days to each substantive issue raised in the protest.
Allowances for reconsiderations shall be made only if data becomes available that was not previously known, or if there has been an error of law or regulation.
# SUBMITTAL COVER / SIGNATURE SHEET

<table>
<thead>
<tr>
<th>ISSUE DATE:</th>
<th>November 28, 2018</th>
</tr>
</thead>
</table>

**Request For Qualification Title:**

Engineer to provide preliminary and final design phase services, construction phase services, and other related services and assistance for The City of Pasadena Street Drainage and Flood Mitigation Program and other projects as may be determined by the City of Pasadena.

<table>
<thead>
<tr>
<th>DATE OF CLOSING:</th>
<th>December 17, 2018</th>
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<tbody>
<tr>
<td>TIME OF CLOSING:</td>
<td>(No later than) 4:00 P.M. CDT</td>
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</table>

**DEPARTMENT / DIVISION:**

Pasadena Public Works Department

**ID# RFQ NO. 18-034**

**SUBMIT TO:**

City of Pasadena
Office of the City Secretary
1149 Ellsworth, 2nd Floor,
Pasadena, Texas 77506

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**READ AND SIGN BELOW. UNSIGNED COVER SHEETS WILL NOT BE ACCEPTED.**

<table>
<thead>
<tr>
<th>Legal Name of Firm:</th>
<th></th>
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<tbody>
<tr>
<td>Address:</td>
<td></td>
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<tr>
<td>City:</td>
<td></td>
</tr>
<tr>
<td>State:</td>
<td>Zip Code:</td>
</tr>
</tbody>
</table>

| Contact Person: |  |
| Office Phone Number: | Alternate Phone Number: |
| E-Mail Address: | Fax Number: |

**I CERTIFY THAT TO THE BEST OF MY KNOWLEDGE, information contained in this submittal reflects accurately data regarding my organization/firm, work to be performed, and estimates of planned/delivered services. By signing this cover sheet, the undersigned agrees that, if awarded a contract in response to this RFQ, Respondent will be able and willing to comply with all representations made by Respondent in Respondent’s Submittal and during the Solicitation process.**

The undersigned certifies that he/she is authorized to bind the organization. All provisions in Respondent’s submittal, shall remain valid for 120 days following the deadline date for submissions or, if Respondent is awarded a contract, throughout the entire term of the contract.

**Signature of Authorized Individual**  **Typed Name of Authorized Individual**

**Date**  **Typed Title of Authorized Individual**
FORM 2

SUBMITTAL CHECKLIST AND TABLE OF CONTENTS

The materials and information listed on this checklist shall be submitted as part of the submittal. Failure to submit any of the requested materials or provide adequate explanation may eliminate the submittal from consideration.

Materials shall be included in the submittal in the order identified on the checklist. Identify the corresponding page numbers in the space provided.

<table>
<thead>
<tr>
<th>Page No.</th>
<th>Form No.</th>
<th>Form Title</th>
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<tbody>
<tr>
<td></td>
<td>No Form</td>
<td>Cover Letter</td>
</tr>
<tr>
<td>Form 1</td>
<td></td>
<td>Submittal Cover/Signature Sheet</td>
</tr>
<tr>
<td>Form 2</td>
<td></td>
<td>Submittal Checklist (Table of Contents)</td>
</tr>
<tr>
<td>Form 3</td>
<td></td>
<td>General Questionnaire</td>
</tr>
<tr>
<td>Form 4</td>
<td></td>
<td>Felony Conviction Notification</td>
</tr>
<tr>
<td>Form 5</td>
<td></td>
<td>Conflict of Interest Questionnaire</td>
</tr>
<tr>
<td></td>
<td>No Form</td>
<td>Statement of Qualifications in narrative form that covers all items in Section 4 H.</td>
</tr>
<tr>
<td></td>
<td>No Form</td>
<td>Resumes labeled as Attachment.</td>
</tr>
<tr>
<td></td>
<td>No Form</td>
<td>Additional Information (Optional)</td>
</tr>
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</table>
FORM 3

GENERAL QUESTIONNAIRE

1. **Respondent Information:** Provide the following information regarding the Respondent. (NOTE: Co-Respondents are two or more entities proposing as a team or joint venture with each signing the contract, if awarded. Sub-contractors are not Co-Respondents and should not be identified here. If this proposal includes Co-Respondents, provide the required information in this Item #1 for each Co-Respondent by copying and inserting an additional block(s) before Item #1.2. If Joint Venture or Partnership, attach Joint Venture or Partnership Agreement.)

Respondent Name: ____________________________________________
(NOTE: Give exact legal name as it will appear on the contract, if awarded.)

Principal Address: ____________________________________________
City:_________________________ State:________________ Zip Code:________
Telephone No.____________________ Fax No: __________________
E-mail address: ____________________________________________

List here, any other names under which Respondent has operated within the last 10 years.
(add space as needed)

1.1 **Business Structure:** Check the box that indicates the business structure of the Respondent.

□ Individual or Sole Proprietorship  If checked, list Assumed Name, if any:

□ Partnership

□ Corporation  If checked, check one: □ For-Profit □ Nonprofit

Also, check one: □ Domestic □ Foreign

□ Other  If checked, list business structure: ________________________

1.2 **Ownership:** Does Respondent anticipate any mergers, transfer of organization ownership, management reorganization, or departure of key personnel within the next twelve (12) months?  Yes □  No □

1.3 Is Respondent authorized and/or licensed to do business in Texas?

Yes □  No □  If “Yes”, list authorizations/licenses.

1.4 Where is the Respondent’s corporate headquarters located? ______________

1.5 **County Operation:** If the Respondent does not have a Pasadena office, does the Respondent have an office located in Harris County, Texas?

Yes □  No □  If “Yes”, respond to a. and b. below:
a. How long has the Respondent conducted business from its Harris County office?

Years _______ Months ____________

b. State the number of full-time employees at the Harris County office.


1.6 Firm’s Availability: When can firm start work? ____________________

Is there any concurrent commitment that would impede progress on this project, i.e. other jobs? Yes [ ] No [ ] If yes, describe:


1.7 Debarment/Suspension Information: Has the Respondent or any of its principals been debarred or suspended from contracting with any public entity?

Yes [ ] No [ ]

If “Yes”, identify the public entity and the name and current phone number of a representative of the public entity familiar with the debarment or suspension, and state the reason for or circumstances surrounding the debarment or suspension, including but not limited to the period of time for such debarment or suspension.


1.8 Surety Information: Has the Respondent ever had a bond or surety canceled or forfeited?

Yes [ ] No [ ]

If “Yes”, state the name of the bonding company, date, amount of bond and reason for such cancellation or forfeiture.


1.9 Bankruptcy Information: Has the Respondent ever been declared bankrupt or filed for protection from creditors under state or federal proceedings?

Yes [ ] No [ ]

If “Yes”, state the date, court, jurisdiction, cause number, amount of liabilities and amount of assets.


1.10 LITIGATION DISCLOSURE - Failure to fully and truthfully disclose the information required by this Litigation Disclosure may result in the disqualification of your bid/proposal from consideration or termination of the contract, once awarded.
A. Have you or any member of your Firm or Team to be assigned to this engagement ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years?

Yes ☐  No ☐

B. Have you or any member of your Firm or Team been terminated (for cause or otherwise) from any work being performed for the City of Pasadena or any other Federal, State or Local Government, or Private Entity?

Yes ☐  No ☐

C. Have you or any member of your Firm or Team been involved in any claim or litigation with the City of Pasadena or any other Federal, State or Local Government, or Private Entity during the last ten (10) years?

Yes ☐  No ☐

If you have answered “Yes” to any of the above questions, please indicate the name(s) of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation, as applicable. Any such information should be provided on a separate page and submitted with your bid/proposal as Attachment 1.13.
STATEMENT OF AFFIRMATION

“The undersigned affirms that he/she is duly authorized to provide this information by the person(s) or business entity making the proposal, and the information provided below concerning felony convictions has been personally and thoroughly reviewed, and verified, and is, therefore, current, true and accurate to the best of my knowledge.”

a. ____ My firm is a publicly held corporation, therefore, this reporting requirement is not applicable.
b. ____ My firm is not owned nor operated by anyone who has been convicted of a felony.
c. ____ My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

Name of Felon(s) __________________________________________________________________

Details of Conviction(s)
______________________________________________

PLEASE CHECK a, b, or c ABOVE AND SIGN BELOW.

Respondent’s
Name______________________________________________________________

Position/Title ________________________________________________________

Offerors Signature ___________________________________________________

Date ______________________________________________________________

Subscribed and sworn to me on this ________ day of ____________________

Notary Public _________________________________________________________

My Commission expires on ____________________________________________
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.

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

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.)

2. Name of local government officer with whom filer has employment or business relationship.

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.

3. Signature of person doing business with the governmental entity

Date

Adopted 06/29/2007
AGREEMENT FOR PROFESSIONAL SERVICES

THE STATE OF TEXAS

COUNTY OF HARRIS

THIS AGREEMENT made, entered into and executed by and between the City of Pasadena, Texas, a Home Rule Municipal Corporation situated in Harris County, Texas and under the laws of the State of Texas, hereinafter called “OWNER” and Name of Firm, hereinafter called “CONSULTANT”.

WITNESSETH, that OWNER intends to plan, develop and make certain improvements generally described as:

Project Name
CIP Identification No. XXXX

In the City of Pasadena, Texas

WITNESSETH, that this Agreement deals with providing professional services related to assisting the OWNER in providing design and project management services for the construction of The City of Pasadena Drainage Mitigation and Stormwater Detention Program federally funded by the Texas Department of Emergency Management through FEMA Hazard Mitigation Grant Program.

WITNESSETH, that this Agreement deals with providing planning, engineering, surveying, geotechnical, environmental and project coordination services necessary to plan, design and assist in constructing certain improvements known as Project Name in the City of Pasadena, Texas described as follows:

PHASE “A” - DESIGN PHASE:
Prepare engineering studies directly related to, and part of, the design being developed.

PHASE “B” - BIDDING OR NEGOTIATING PHASE:
Provide assistance in obtaining and evaluating bids and/or negotiating the award of a construction contract for the project(s) being developed.

PHASE “C” - CONSTRUCTION PHASE:
As directed by the OWNER provide assistance as appropriate to the various stages of construction in order to observe and report the progress and quality of the various aspects of construction.

WHEREAS, the OWNER desires that the CONSULTANT perform certain professional engineering services in connection with the Project(s); and

WHEREAS, the CONSULTANT represents that it is qualified and desires to perform such services;

NOW, THEREFORE, the OWNER and the CONSULTANT, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:
SECTION I

SCOPE OF AGREEMENT

The CONSULTANT agrees to perform professional services in connection with the Project(s) as stated in the sections to follow, and for having rendered such services; the OWNER agrees to pay to the CONSULTANT compensation as stated in the sections to follow.

SECTION II

CHARACTER AND EXTENT OF SERVICES

The CONSULTANT shall render the following engineering design services in connection with the Project(s):

Upon this Agreement becoming effective and upon written authorization from OWNER, CONSULTANT shall provide the following services which include:

A. DESIGN PHASE

Upon this Agreement becoming effective and upon written authorization from OWNER, CONSULTANT shall proceed with the development of the Design Phase wherein the CONSULTANT shall:

   a. Acquire all existing plans, data, and information from the OWNER and Harris County needed for the completion of the project.

   b. Coordinate with registered surveyor, for the acquisition of topographic information within the project area. Surveyor shall provide utility and topographic information which will pertain to the design and construction of the project.

   c. Coordinate with geotechnical engineer once the location and details for the utilities are determined to acquire geotechnical information within the project area and provide recommendations for utility and pavement construction.

   d. Provide general notes and details for storm water pollution prevention.

   e. Provide the general locations, as provided to CONSULTANT, by private utility companies, regarding existing private utilities, pipelines, etc. within the project area. The construction contractor is ultimately responsible for determining the exact location and depths of all existing utilities in the areas proposed for construction.

   f. Provide plans for traffic control and/or detours as required for the construction. Design traffic signal modifications within project limits.

   g. Provide contract documents, plans and specifications including City of Pasadena standard specifications and supplemental specifications as necessary for bidding construction package.
h. Obtain plan approvals from OWNER, Harris County Engineering, Harris County Flood Control and/or any other regulatory authorities.

i. A final cost estimate will be prepared for the plans at the completion of the “Design Phase”. The estimate will be based on pricing from recent projects.

B. BIDDING or NEGOTIATING PHASE

After acceptance by OWNER of the Design Phase documents and upon written authorization from OWNER, CONSULTANT shall:

a) Assist the OWNER in the Bid Advertisement for the Project.

b) Conduct a Pre-bid Conference and issue addenda to Bid Documents if necessary, Assist the OWNER in the opening of the bids and provide a Bid Tabulation for the City’s review.

c) Assist in the tabulation and analysis of bids and furnish recommendations on the award of the construction contract.

C. CONSTRUCTION PHASE

After award by OWNER of the construction contract and upon written authorization from OWNER, CONSULTANT shall:

a) Attend and assist the OWNER in pre-construction conferences. Attend bi-weekly and other project meetings as requested by the OWNER.

b) Make periodic visits, as distinguished from the continuous services of a Resident Project Representative, in order to become familiar generally with the progress and quality of work, and to determine if the work is proceeding in accordance with the contract documents.

After each visit of project meeting, the CONSULTANT shall prepare and distribute minutes and a written report of his observations of the progress and quality of work performed pursuant to the contract documents.

c) Consult with and advise the OWNER during construction. Within three (3) working days of the request, the CONSULTANT will issue all instructions, requests for information, and non-conformance reports as requested by the OWNER.

d) Review shop, laboratory and mill tests of material and equipment and promptly report to the OWNER any deficiencies noted.

e) Review and submit comments on all project schedules as submitted by the Contractor.

f) Participate with the OWNER’s representatives in a substantial completion and/or final inspection of the Project. The CONSULTANT must conduct inspections to determine the dates of substantial and final completion.
g) Correct errors and omissions in the drawings and specifications as requested by the OWNER, at no additional charge.

SECTION III
ADDITIONAL SERVICES AND CHARGES

The CONSULTANT, upon prior written authorization from the OWNER, shall furnish additional services, and the OWNER shall compensate the CONSULTANT the services rendered.

It is expressly understood and agreed that CONSULTANT shall not furnish any additional services without the prior written authorization of the OWNER. The OWNER shall have no obligation to pay for such additional services that have been performed without prior written authorization of the OWNER as hereinabove provided.

The Director of Public Works may authorize the transfer of funds between basic services and additional services, and/or the transfer of funds between the categories of additional services when necessary to continue service, provided the total funds authorized do not exceed the total amount appropriated by City Council.

SECTION IV
TIME FOR PERFORMANCE

The CONSULTANT shall complete the services called for in Section II of this Agreement in accordance with the following:

Phase “A” – Design Phase XXX calendar days following Notice to Proceed from Owner.

Phase “B” – Bidding and Negotiating Phase Complete within XX calendar days following OWNERs instructions to proceed with Bidding Phase.

Phase “C” – Construction Phase For a period of construction time stated in the Construction Documents.

SECTION V
THE CONSULTANT'S COMPENSATION

For and in consideration of the services rendered by the CONSULTANT, the OWNER shall pay to the CONSULTANT an amount equal to the CONSULTANT’S services performed directly on the Project.

For and in consideration of the services rendered by the CONSULTANT for services identified in Phase “A” - Design Phase, Phase “B” - Bidding or Negotiating Phase and Phase “C” - Construction Phase, OWNER shall pay the CONSULTANT a total reimbursable contract amount not to exceed of AMOUNT. Payment shall be based on the CONSULTANT’s estimate of the proportion of the total service actually completed at the time of billing. Breakdown of services given below:
<table>
<thead>
<tr>
<th>TASK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Phase</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>Bid Phase</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>Construction Phase</td>
<td>AMOUNT</td>
</tr>
<tr>
<td>Additional Services</td>
<td>AMOUNT</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>AMOUNT</td>
</tr>
</tbody>
</table>

**SECTION VI**

**TIME OF PAYMENT**

During the performance of the services provided for in this Agreement for Phase “A” - Design Phase and Phase “B” – Bidding or Negotiating Phase, monthly payments shall be made based upon that portion of the work which has been completed.

Payment to the CONSULTANT will be based on a construction estimate previously approved by the Director of Public Works. Payments for services rendered by the CONSULTANT for the Phase “C” Construction Phase, shall be made monthly based upon that portion of the work, which has been completed by the CONTRACTOR.

On or about the last day of each calendar month during the performance of the services to be provided under this Agreement, the CONSULTANT, shall submit to the Director of Public Works a statement sworn to by the CONSULTANT, in a form acceptable to the Director of Public Works, setting forth the percentage of the services provided for by this Agreement which were completed during such calendar month and the compensation which is due for the same plus the amounts payable under Section III (Additional Services and Charges) which have not been previously billed or paid. The CONSULTANT shall retain its records available for inspection during regular business hours by officials of the OWNER. The Director of Public Works may review the said statements, and approve them with such modifications as may be deemed appropriate, within 30 days of receipt. The OWNER shall pay each such statement as approved by the Director of Public Works within thirty (30) days after the Director of Public Works approval of the same.

**SECTION VII**

**TERMINATION**

The OWNER may terminate this Agreement at any time by notice in writing to the CONSULTANT. Upon receipt of such notice, the CONSULTANT shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, CONSULTANT shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. Upon agreement by the OWNER and CONSULTANT of the detailed statement of services performed under this agreement to date of termination, the OWNER will then pay the CONSULTANT that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account or the charges as have been previously made. Copies of all completed or partially completed designs, drawings and
specifications prepared under this Agreement shall be delivered to the OWNER when and if this Agreement is terminated.

SECTION VIII

ADDRESS OF NOTICE AND COMMUNICATION

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to CONSULTANT at the following address:

Company Name
Attn: Contact Person
Street Address
City, State Zip

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the OWNER at the following address:

City of Pasadena
1149 Ellsworth Drive
Pasadena, Texas 77506
Attention: Director of Public Works

SECTION IX

SUCCESSORS AND ASSIGNS

The OWNER and the CONSULTANT 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 OWNER nor the CONSULTANT shall assign, sublet or transfer its or his interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed, as creating any personal liability on the part of any officer or agent of any public body that may be a party hereto.

SECTION X

COMPLIANCE AND STANDARDS

The CONSULTANT agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto, and shall use that degree of care and skill commensurate with the consulting profession to comply with all applicable state, federal and local laws, ordinances, rules and regulations relating to the work to be performed hereunder and CONSULTANT’s performance.

SECTION XI

OWNERSHIP OF DOCUMENTS, COPYRIGHT

The OWNER shall be the absolute and unqualified OWNER of all drawings, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement by the CONSULTANT with the same force and effect as if the OWNER prepared the same. Copies of all
complete or partially completed mylar reproducibles, preliminary layouts, record drawings, sketches and other documents prepared pursuant to this Agreement shall be delivered to OWNER when and if this Agreement is terminated or upon completion of this Agreement, whichever occurs first. The CONSULTANT may retain one (1) set of reproducible copies and the same data in electronic file and format and such copies shall be for the CONSULTANT’s sole use in preparation of studies or reports for OWNER only. The CONSULTANT is expressly prohibited from selling, licensing or otherwise marketing or donating such documents, or using such documents in the preparation of other work for any other client, without the prior express written permission of the OWNER. Reuse by the OWNER without specific written adaptation by CONSULTANT shall be without liability to the CONSULTANT.

SECTION XII

INDEMNIFICATION

THE CONSULTANT SHALL SAVE AND HOLD HARMLESS THE OWNER FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO ACTIVITIES OF THE CONSULTANT, ITS AGENTS OR EMPLOYEES, PERFORMED UNDER THIS CONTRACT AND WHICH RESULT FROM ANY NEGLIGENT ACT, ERROR, OR OMISSION OF THE CONSULTANT OR OF ANY PERSON EMPLOYED BY THE CONSULTANT. THE CONSULTANT SHALL ALSO SAVE HARMLESS THE OWNER FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING ATTORNEY’S FEES WHICH MIGHT BE INCURRED BY THE OWNER, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON THE OWNER AS THE RESULT OF SUCH ACTIVITIES BY THE CONSULTANT, ITS AGENTS OR EMPLOYEES.

SECTION XIII

MODIFICATIONS

This instrument contains the entire Agreement between the parties related to the rights herein granted and obligations herein assumed. 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.

SECTION XIV

FORCE MAJEURE

In the event either party is rendered unable, wholly or in part, by force majeure, to carry out any of its obligations under this Agreement, it is agreed that on such party’s giving notice and full particulars of such force majeure in writing or by telegraph to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability so caused as to the extent provided, but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch.
The term “force majeure”, as used herein, shall include, but not be limited to acts of God, acts of public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, tornadoes, hurricanes, arrests and restraints of government and people, explosions, breakage or damage to machinery or equipment, and any other inabilities of either party, whether similar to those enumerated or otherwise, and not within the control of the party claiming such inability, which by the exercise of due diligence and care such party could not have avoided.

SECTION XV

FEDERAL REQUIREMENTS

Remedies

If either party shall refuse, fail, or be unable to perform or observe any of the terms or conditions of this Agreement for any reason, then the party claiming such failure shall give the other party a written notice citing the specifics of such breach. Such notice shall include copies of any and all documented failures prior to such notice date. If, within 60 days from such notice, the failure has not been corrected, the non-breaching party may terminate this Agreement effective 30 days after the end of such 60 day period.

Termination

The City of Pasadena (“City”) reserves the right to terminate the contract for default if Contractor breaches any of the terms therein, including warranties of Contractor or if the Contractor becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the CITY of PASADENA may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City’s satisfaction and/or to meet all other obligations and requirements.

Clean Air Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the City of Pasadena, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Texas Department of Emergency Management, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the City of Pasadena, and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Texas Department of Emergency Management, the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the City of Pasadena. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Texas Department of Emergency Management and the City of Pasadena, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Executive Order 11246: Equal Employment Opportunity

a. The contractor agrees to comply with Executive Order 11246 and agrees as follows:
   i. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
   ii. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
   iii. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of The provisions of Executive Order 11246 of Sept. 24, 1965, appear at 30 FR 12319, 12935, 3 CFR, 1964 - 1965 Comp., p. 339, unless otherwise noted.
Sections 103 and 107 of the Contract Work Hours and Safety Standards Act

The contractor agrees to comply with the regulations set forth in Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, 29 CFR 5.8(a) and 29 CFR 5.5 (b)(2)).


Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, _____________________________, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.
Signature of Contractor’s Authorized Official

_____________________________________

Name and Title of Contractor’s Authorized Official

_____________________________________

Date: ________________________________

Access to Records

(1) The contractor agrees to provide Texas Department of Emergency Management, the City of Pasadena, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representative’s access to construction or other work sites pertaining to the work being completed under the contract.

DHS Seal, Logo, and Flags.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

Compliance with Federal Law, Regulations, and Executive Orders.

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts.

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.
SECTION XVI

ENTIRE AGREEMENT

Pursuant to the requirements of House Bill 1295, 84th Legislative Session, this contract is contingent upon the business entity's completion of the required Form 1295, Certificate of Interested Parties, if applicable, if applicable.

This instrument consists of pages 1 to 12 inclusive and constitutes the entire Agreement between the OWNER and CONSULTANT and supersedes all prior written or oral understandings.

IN TESTIMONY OF WHICH, this instrument has been executed by the CONSULTANT on this the ___ day of ____________, 201_, and has been executed on behalf of the OWNER by its Mayor and attested by its City Secretary under its City seal, this _____ day of ________________, 201_, and countersigned by the City Controller, in two (2) copies, each of which shall be an original, all of equal force and effect.

CONSULTANT

COMPANY NAME

Attest/Seal

By: _____________________________________

By: ____________________________, Secretary

OWNER

CITY OF PASADENA, TEXAS

________________________________________

Linda Rorick, City Secretary

________________________________________

Jeff A. Wagner, Mayor

Approved as to form

________________________________________

Lee Clark, City Attorney

________________________________________

Jomie Blumreich, City Controller