



REQUEST FOR QUALIFICATIONS

ENGINEERING SERVICES TO COMPLY
WITH AMERICA'S WATER INFRASTRUCTURE ACT OF 2018 (AWIA)
FOR:

CITY OF DEER PARK
WATER SYSTEM

2117 EAST X STREET
Deer Park, TX 77536

Prepared by:
City of Deer Park
Water Treatment Plant

REQUEST FOR STATEMENTS OF QUALIFICATIONS

Sealed Statements of Qualifications addressed to the City Secretary of the City of Deer Park, Harris County, Texas will be received at the Deer Park City Hall, 710 E San Augustine St., Deer Park, Texas until **2:00 p.m. (CDST), Wednesday, January 15, 2020**, for professional engineering services relative to the compliance of EPA requirements and, specifically, the AWIA requirements. Any Statement received after closing time will be returned unopened.

Statements should be submitted to the Office of the City Secretary, City of Deer Park, 710 E San Augustine, Deer Park, Texas 77536, in an envelope no smaller than 8 ½" x 11" and clearly marked in the lower left hand corner:

REQUEST FOR QUALIFICATIONS

CITY OF DEER PARK
PUBLIC WATER SYSTEM
AMERICA'S WATER INFRASTRUCTURE ACT (AWIA)
JANUARY 15, 2020

The City of Deer Park reserves the right to reject any and all qualification statements, and to waive informalities. The City Council's decision will be final.

Nicholas Cook
Water Treatment Plant Supervisor
City of Deer Park, Texas

ENGINEERING SERVICES TO COMPLY
WITH AMERICA'S WATER INFRASTRUCTURE ACT OF 2018 (AWIA) FOR:

CITY OF DEER PARK
WATER SYSTEM

GENERAL INFORMATION

1. Introduction

The City of Deer Park (City) requires Engineering Services for the development of assessments and plans related to America's Water Infrastructure Act of 2018 to include:

- a. Prepare the Risk & Resiliency Assessment (RRA)
- b. Prepare the Malevolent & Natural Hazards report to include cybersecurity
- c. Prepare/Update the Emergency Response Plan (ERP)
- d. Certify the RRA and ERP to the EPA
- e. Make recommendations to the system to make it more resilient against identified risks.

This procurement is made per the Texas Professional Services Procurement Act.

2. Background

The City of Deer Park Water System (PWS1010007) serves approximately 33,000 residents of Deer Park, TX. It is made up of a 8-MGD Surface Water Treatment Plant, which receives water from the Coastal Water Authority, 3 emergency use only ground water wells that pull from the Gulf Coast Aquifer, five (5) 1-MG Ground Storage Tanks, three (3) 0.5-MG Elevated Storage Tanks, and approximately 140 miles of distribution piping in the 10.52 square miles that make up Deer Park.

3. Objectives

The City is seeking a firm to prepare, certify, and recommend improvements as listed in the Introduction.

The selected firm will be tasked with reviewing reports, plans, facilities, and systems related to assessing the water system. The selected firm will be tasked with assessing the pipes and constructed conveyances, physical barriers, source water, collection, and intake, pretreatment and treatment, storage and distribution facilities, and electronic, computer, and other automated system employed by the water system. The selected firm will work primarily with the Deer Park Water Treatment Plant and Water and Sewer Maintenance Departments in addition to the City Engineer and Director of Public Works to complete the objectives listed in the Introduction.

4. Scope of Services

The selected firm(s) shall have experience in the assessment of water or wastewater systems of similar size and composition as the water system listed in the Background. It is expected that the qualified firm(s) will have a sufficient level of assessment and risk analysis expertise. The committee will pay particular attention to the proposed firm and their recent experience working with water systems on projects of similar size and scope. It is expected the qualified firm(s) should have sufficient experienced staff and a workload free from constraints to produce services in a timely manner.

The following services will be required:

- A. The selected firm will be tasked with working with staff to identify reports and plans that currently exist within the water system.
- B. Risk and resilience assessments.
 - a. Conduct an assessment of the risks to and resilience of its system, including the:
 - i. Risk to the system from malicious acts and natural hazards;
 - ii. Resilience of the pipes and constructed conveyances, physical barriers, source water, water collection and intake, pretreatment, treatment, storage and distribution facilities, electronic, computer, or other automated systems (including the security of such systems) that are used by the system;
 - iii. Monitoring practices of the system;
 - iv. Stabilization of account management, invoicing, payroll, etc.;
 - v. Use, storage, or handling of various chemicals by the system;
 - vi. Operation and maintenance of the system.
- C. Evaluate capital and operational needs for risk and resilience management for the system.
- D. Prepare or revise an Emergency Response Plan (ERP) that incorporates findings of the risk and resilience assessment.
- E. Prepare recommendations based on the risks identified.

5. Restrictions on Lobbying Activity

Respondents are prohibited from directly or indirectly communicating with City Council Members regarding the firm's qualifications or any other matter related to the eventual award of a contract for the services requested under this Request for Qualifications. Applicants are prohibited from contacting City staff members regarding their qualifications or the award of a contract, unless in response to an inquiry from a staff member. Any violation will result in immediate disqualification from the selection process.

Upon issuance of the Request for Qualifications, all communications and requests for clarification or objections shall be directed in writing to the Police Department for response, determination and dissemination to all firms. Any communication by firms or their representatives toward other city officers or employees regarding this Request for Qualifications or the award of a contract are prohibited and will constitute grounds for disqualification of a proponent. A lobbyist or a proponent or any of their agents may not do any act or refrain from any act for the express purpose and intent of placing any City official under personal obligation to the lobbyist or proponent.

6. Statement of Qualifications and Organization

The firms must submit one (1) original plus four (4) copies of the request for qualifications and one (1) electronic request for qualifications on a USB stick. Sealed request for qualifications should be addressed to the City Secretary's Office, City of Deer Park, 710 E San Augustine St., Deer Park, Texas 77536, and will be received until 2:00 p.m., January 15, 2020. Request for qualifications must be properly signed with a manual signature of an authorized agent of the firm. All request for qualifications must be packaged in a sealed envelope or package and be clearly marked on the outside with the firm's name and address and the following written information:

REQUEST FOR QUALIFICATIONS
CITY OF DEER PARK
PUBLIC WATER SYSTEM
AMERICA'S WATER INFRASTRUCTURE ACT (AWIA)
Deadline: 2:00pm on January 15, 2020

The firms mailing their request for qualifications must allow sufficient time for delivery of their request for qualifications by the time and date specified. Late request for qualifications will not be accepted.

7. Proposal Organization and Format

Proposal should be submitted on 8.5 by 11-inch paper securely bound. Submissions must contain all applicable items requested, and be organized as shown below. Each section should be separated by tabs and labeled.

- A. Cover clearly displaying the title of the RFQ
- B. Table of Contents
- C. Introductory letter, to include name and contact information for the primary City contact with the firm
- D. A narrative demonstrating that the firm understands the project
- E. A proposed work plan detailing the tasks to be completed as listed under Scope of Services
- F. A statement of the qualifications of the team, including work experience, organizational chart and personnel resumes. Resumes are limited to two pages per person
- G. History and background information concerning the firm, including number of years in business under this name and breakdown of personnel in the proposing office.
- H. A description of previous work similar to the request including a list of comparable clients where similar services have been provided within the last five years, with dates services were provided and contact information.
- I. Each project shall include the team members responsible for the design and oversight of the projects.
- J. Reference Data Sheets (minimum 3)
- K. Litigation and Ethics
 - a. Provide the style and cite of any current/pending litigation and any litigation settled
 - b. or disposed within the past five (5) years against the firm, including its parent, sister or subsidiary companies, and proposed sub-contractors.
 - c. Provide detail of any ethics violations or board actions within the past five (5) years against the firm, including its parent, sister or subsidiary companies, and proposed sub-contractors.
- L. Proof of Insurability
- M. Conflict of Interest Questionnaire
- N. Submissions should be limited to a maximum of twenty (20) pages, front and back, excluding tabs.

8. Public Information Notification

The City considers all materials, information, communications and correspondence in any form from the respondents to this RFQ to be non-proprietary and non-confidential and, therefore, subject to public disclosure under the Texas Public Information Act (Texas Government Code 552.00-1 et seq.) after a contract is awarded. Respondents are informed that the City will abide by all statutes, court rulings and opinions of the Texas Attorney General concerning disclosure of RFQ information. Should any part or section be considered by the Respondents to be “proprietary” or “confidential” in nature, each page or section should be designated as “proprietary” or “confidential”. Respondents should be prepared to fully justify these exclusions to the State Attorney General’s Office should it be required.

9. Request for Qualifications Selection and Award Process

A. Request for Qualifications Scoring and Selection

The purpose of the request for qualifications is to demonstrate the firm's qualifications, competence, capability and capacity to meet the City's requirements. An evaluation committee will review the request for qualifications submitted and rank each based on the evaluation criteria specified below. The City may require additional information after the review of the initial information received. Interviews may be conducted individually with firms who submit responsive request for qualifications and who are determined reasonably qualified for award of the contract. The City of Deer Park reserves the right to reject any and all submittals and does not guarantee a contract will be awarded. All costs associated with the preparation of the request for qualifications, site visits, presentations, and any other costs are the responsibility of the submitting firms. Responding to this RFQ constitutes understanding and agreement to methods of evaluation and selection

B. Evaluation Criteria

Evaluation of the request for qualifications received may consider but shall not be limited to the following review criteria:

General Quality and Adequacy of Response	25%
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- a. Completeness and thoroughness, responsiveness to terms and conditions
- b. Understanding of the project
- c. Degree of interest shown in undertaking the project

Organization, Personnel, and Experience (25 points each)	75%
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- a. Demonstrated experience in accomplishing similar projects, especially involving design of large multi-purpose facilities or event centers for municipalities.
- b. Qualifications, experience, and longevity of the proposed team members who will design and oversee the construction of the proposed facility.
- c. Demonstrated experience in visioning and consensus building on a local government level.
- d. Knowledge and familiarity with local conditions.
- e. Firm's history of ethics violations or board actions.
- f. Demonstrated capability of firm to meet schedules and deadlines
- g. Demonstrated capability to complete projects without having major cost escalations, change orders or overruns

10. Right to Reject Request for qualifications and Contract Terms

The City of Deer Park reserves the right to reject any and all request for qualifications. If contract negotiations cannot be concluded successfully with the highest scoring firm, City of Deer Park may negotiate a contract with the next highest scoring firm and so on until an agreement is reached.

11. Funding Out

The State of Texas statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Should, during the term of this contract, funds be withdrawn by the funding authority, a Force Majeure shall be deemed to exist, and this contract may be terminated without penalty or recourse by either party.

12. Offer and Certifications

- A. Submission of the Statement of Qualification constitutes an offer which shall remain open and irrevocable for a period of 90 days from the due date for submitting the Statement of Qualifications.
- B. Submission of a Qualification Request for qualifications indicates the acceptance by the firm of the conditions contained in this RFQ unless clearly and specifically noted in the Qualification submitted and confirmed in the contract between City and the firm selected. The City reserves the right without prejudice to reject any or all submissions.
- C. By submitting a request for qualifications the proponent certifies that Proponent is not debarred or excluded from bidding by any Federal agency; has not been convicted within a three year period or had a civil judgment against them for commission of fraud in obtaining or performing a public contract, has not within a three year period been terminated on a public contract for cause or default.
- D. By submitting a request for qualifications, each proponent certifies that it is a duly qualified, capable, and bondable business entity, that it is not in or contemplating bankruptcy or receivership and that it is not currently delinquent with respect to payment of taxes assessed by any political subdivision.
- E. By submitting this qualification statement the firm is confirming they have read through the City of Deer Park standardized professional services contract and understand NO changes can be made to the contract (see attached Exhibit 2).

REFERENCE DATA SHEET

PROVIDE AT LEAST THREE (3) REFERENCES REPRODUCE SHEET AS NECESSARY

Architectural Firm:

Provide client name, location, contact person, telephone number and appropriate information on contracted services that are similar to this solicitation document.

Client: _____

City: _____ State: _____

Contact Person: _____ Title: _____

Phone Number: _____

Project Begin & End Date: _____

Project Budget: _____

Services Provided: _____

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

Client: _____

City: _____ State: _____

Contact Person: _____ Title: _____

Phone Number: _____

Project Begin & End Date: _____

Project Budget: _____

Services Provided: _____

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

Client: _____

City: _____ State: _____

Contact Person: _____ Title: _____

Phone Number: _____

Project Begin & End Date: _____

Project Budget: _____

Services Provided: _____

(Be sure to describe your involvement in the project: principal firm, multi-firm collaboration, sub-consultant, etc.)

INSTRUCTIONS FOR CONFLICT OF INTEREST QUESTIONNAIRE

1. If you have a conflict of interest in doing business with the City of Deer Park, please use "Form CIQ", Conflict of Interest questionnaire, conflicts of interest are addressed in Texas Local Government Code, Chapter 176.
2. You may consult your attorney on questions arising from the reading of Texas Local Government Code, Chapter 176, and you may contact the Texas Ethics Commission at 512-463-5800 or 800-325-8506.
3. If you complete "Form CIQ", Conflict of Interest questionnaire:
 - Put the name of bidder and name of company in block #1.
 - If any person employed by proposer or proposer's company has any known business conflicts, other than previous contracts awarded through a competitive proposing process, or has an existing relationship with any employee of the City of Deer Park, list that information in blocks #3, #4 and/or #5 as appropriate.
 - Sign in block #7.
4. Listings of City elected officials and local government officers may be found on the City's Web site: www.deerparktx.gov.
5. A person failing to file a Conflict of Interest questionnaire, when required by Local Government Code, Chapter 176, commits a Class C misdemeanor.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

EXHIBIT 1

EJCDC Short Form Agreement

SHORT FORM OF AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between **The City of Deer Park** (“Owner”) and _____. (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: _____ (“Project”)

Engineer’s services under this Agreement are generally identified as follows: “Services”

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period: _____. If no specific time period is indicated, Engineer shall complete its Services within a reasonable period of time.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment*

- A. Owner shall pay Engineer for Services as follows:

1. Review of the Traffic Impact Analysis shall be performed for a fee of \$1,500.00

- 2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by each class of Engineer's employees, times standard hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,

- a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
- b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
- c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
- d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.

- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because

Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and
 - 4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for

consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

- J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- K. This Agreement is to be governed by the law of the state in which the Project is located.
- L. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Definitions*

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces, utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Deer Park

Engineer:

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date Signed: _____

Date _____

Signed: _____

Engineer License or Firm's Certificate No. (if required):

State of: _____

Address for Owner's receipt of notices:

710 E. San Augustine

Deer Park, TX 77536

Address for Engineer's receipt of notices:

SCHEDULE A SCOPE OF WORK

The proposed project consists of providing construction drawings and specifications for a proposed _____ ARCHITECTURAL SERVICES FOR PLANNING & DESIGN OF THE CITY OF DEER PARK – POLICE DEPARTMENT – EMERGENCY OPERATIONS CENTER (EOC) Facility. The drawings and specifications will include concept design and programming for the following major components:

ARCHITECTURAL Services & Schedule:

[ARCHITECT's firm name] presents this proposal to complete design ARCHITECTURAL and construction services. [ARCHITECT's firm name] will complete the following tasks:

Based on requirements provided by the City, ARCHITECT will complete necessary ARCHITECTURAL analyses and calculations to design the [Project name] facility. ARCHITECT will hold a design review meeting with (Construction Manager if applicable) and the City to refine all associated documents (i.e., drawings, specifications and all other necessary documents) to ensure that construction is completed in a proper and efficient manner after each submittal.

Formatting Services:

ARCHITECT will work with the City to obtain the proper permits as required by TCEQ, Railroad Commission, and local entities. ARCHITECT will facilitate face-to-face meetings with regulators to fast track permit approvals. ARCHITECT will provide updates of SPCC and SWPPP plans for the City for the improvements of this project only.

EXHIBIT 2
CERTIFICATE OF INTERESTED PARTIES FORM 1295

To be completed by awarded vendor:

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY <div style="font-size: 2em; transform: rotate(-30deg); opacity: 0.5;"> www.ethics.state.tx.us/File </div>																	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.																			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.																			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.																			
4 <div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> Name of Interested Party	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> City, State, Country (place of business)	Nature of Interest (check applicable) <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Controlling</td> <td style="width: 50%; border-bottom: 1px solid black; text-align: center;">Intermediary</td> </tr> <tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr> <tr><td style="border-bottom: 1px solid black;"></td><td style="border-bottom: 1px solid black;"></td></tr> </table>		Controlling	Intermediary														
Controlling	Intermediary																		
5 Check only if there is NO Interested Party. <input type="checkbox"/>																			
6 UNSWORN DECLARATION My name is _____, and my date of birth is _____. My address: _____, _____, _____, _____, _____. (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) <div style="text-align: right; margin-top: 20px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>																			
ADD ADDITIONAL PAGES AS NECESSARY																			