

**SOLICITATION OF QUALIFICATIONS
FOR
ENGINEERING DESIGN AND CONSTRUCTION PHASE SERVICES**

To Whom It May Concern:

The City Council of the City of Stafford, Texas, is soliciting statements of qualifications from qualified engineering consultant firms or individual to enter into a contract with the City to provide engineering design and construction phase services for the Missouri City Estates drainage improvement project.

If you are interested in submitting a statement of qualifications and a proposal, please complete the attached Proposal Form and deliver it to the office of the City Secretary, City of Stafford, 2610 South Main, Stafford, Texas 77477, to arrive no later than **4 p.m., local time, Friday, December 16, 2016**. The contract is expected to be awarded at the January 4, 2017, City Council meeting. City Council reserves the right to reject any and all proposals and to waive informalities.

For further information, please contact Tomika R. Lewis, City Secretary, at (281) 261-3902.

**CITY OF STAFFORD
SOLICITATION OF QUALIFICATIONS
FOR
MISSOURI CITY ESTATES DRAINAGE IMPROVEMENT PROJECT**

The City Council of the City of Stafford, Texas, is soliciting statements of qualifications and proposals from qualified engineering consultant firms or individual to enter into a contract with the City to provide engineering design and construction phase services for local drainage improvement project.

Proposals should be sealed and marked “**Qualifications–Missouri City Estates Drainage Improvement Project**” and delivered to the **City Secretary of the City of Stafford, 2610 S. Main, Stafford, TX 77477 before 4:00 P.M. (Local Time), Friday, December 16, 2016.** Proposals received after the specified time will be returned unopened. Faxed or electronic mailed proposals will not be accepted. City Council is expected to determine the most highly qualified provider and authorize the execution of an engagement contract at the regular City Council meeting scheduled for January 4, 2017, at 7:00 p.m. or as soon thereafter as possible. The City reserves the right to reject any and all proposals submitted and to request additional information.

All residents of the City of Stafford and other interested parties are invited to attend and will be given the opportunity to be heard.

/s/ Tomika R. Lewis,
City Secretary

**CITY OF STAFFORD
SOLICITATION OF QUALIFICATIONS
FOR
MISSOURI CITY ESTATES DRAINAGE IMPROVEMENT PROJECT**

I. INTRODUCTION

The City Council of the City of Stafford, Texas, is soliciting statements of qualifications from qualified engineering consultants to enter into a contract with the City to provide engineering design and construction phase services for the Missouri City Estates drainage improvement project. The company selected will be the company which, in the opinion of the City, is the best qualified to perform the specified services.

II. DESCRIPTION OF THE CITY

The City of Stafford is located in Fort Bend County approximately 19 miles southwest of downtown Houston. There are approximately 7 square miles of land included in the City's corporate boundary, and the estimated population as of 2015 is 18,459. The City is a home rule city and operates under the Mayor-Council form of government. The City Council is comprised of a Mayor and six (6) council members.

III. PROJECT INFORMATION

A. Project Background:

Approximately 35 acres of the northern portion of Missouri City Estates (a 50+ year old subdivision) lies within the city limits of Stafford and fully within Harris County. Missouri City Estates (MCE) has experience repetitive extreme event flooding which includes a couple of houses included in FEMA repetitive loss actions. MCE (North) drains northeast into a very small HCFCD ditch/swale that runs east to Stafford Road where the ditch is picked up in the Stafford Road drainage system. Water drains from Stafford Road, across Beltway 8 into a portion of the upper end of the Willow Waterhole system.

Stafford would like to solve the drainage problem for its residents by constructing a drainage ditch from Missouri Citi Estates to New Stafford Road, providing positive outfall. To accomplish this, Stafford is working with the owner of the adjacent undeveloped land, to develop a common solution for the area drainage that would allow the Stafford outfall channel to be constructed immediately with provisions for full detention for the Crown Mark property either now or later. Stafford would like to take the lead in this project and is willing to fund most, if not

all, of the costs to get the drainage outfall channel to Stafford Road in partnership with the adjacent property owner.

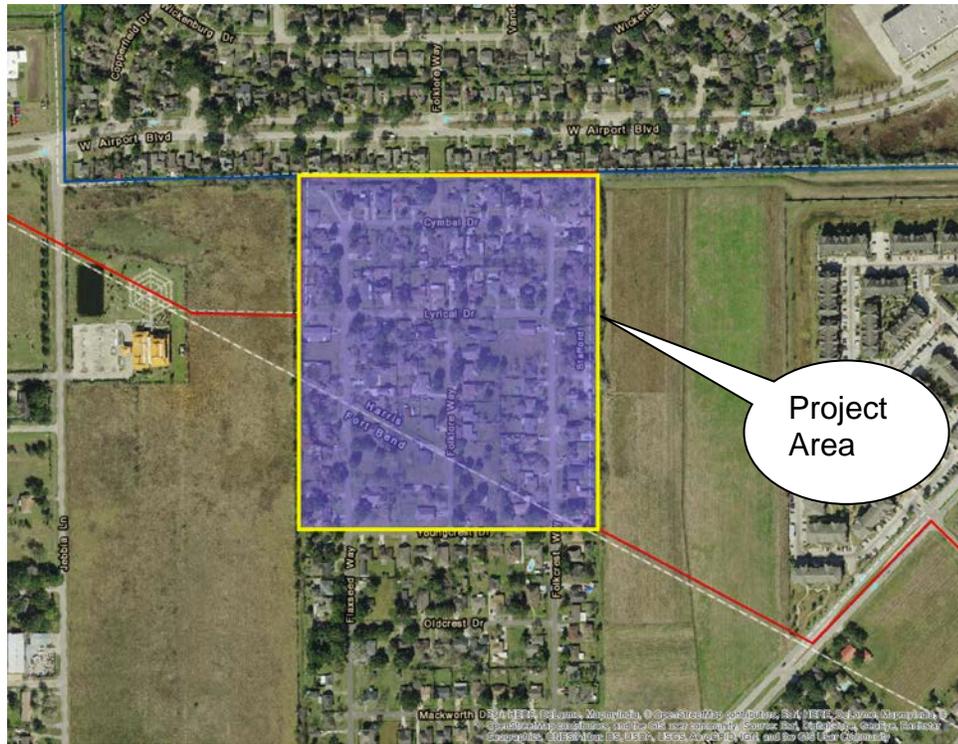


Fig 1: Project Location

The City of Stafford has performed preliminary investigation on options to alleviate flooding for this subdivision. Based on the preliminary investigation, the project will entail acquiring a 100-120-foot drainage easement from the northeast corner of MCE to Stafford Road, constructing a drainage ditch across the Crown Mark property, improving the ditch across the apartments, constructing a drainage crossing at Fails Way and the pipeline between Fails Way and Stafford Road, constructing a short section of storm sewer line into MCE to intercept the open ditches on Cymbal and Folkcrest Way. Additional scope includes regrading existing open ditches where necessary to ensure positive drainage. The project should eliminate Structural Flooding and improve local drainage.

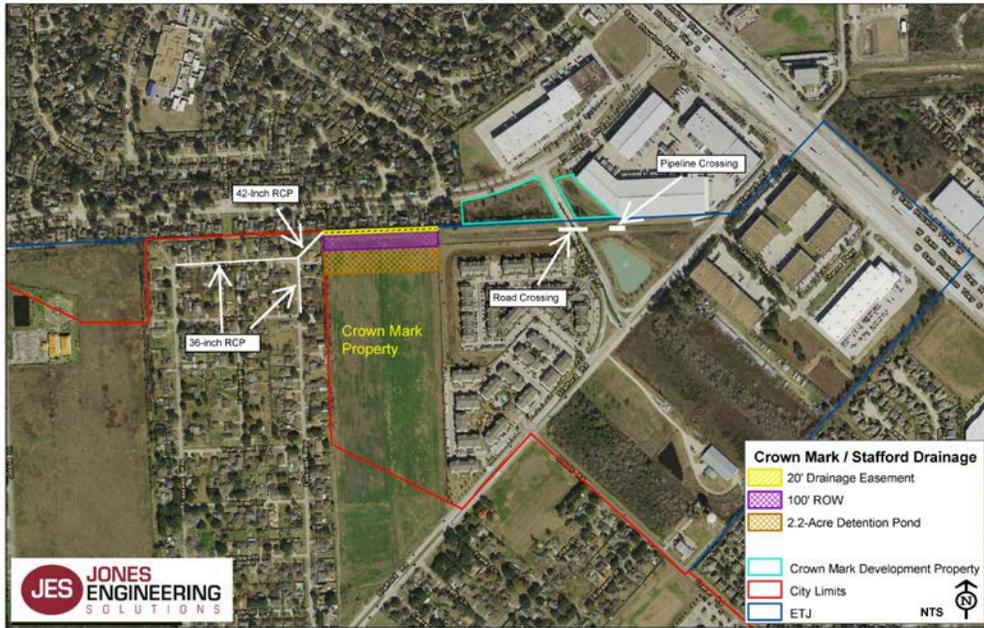


Fig 2: Current Option investigated by City of Stafford

The broad scope of this project can be defined as to extreme event drainage improvements for the Northern Section of Missouri City Estates.

B. Project Schedule:

Phase	Days (Calendar)
Design	150
Bid	60
Construction	210

IV. SERVICE REQUIRED

A. Preliminary Investigation:

Preliminary investigation shall include but are not limited to evaluating city's preliminary study, identifying permit requirements from all local, state and federal agencies, utility coordination, geotechnical and environmental study etc.

B. Design & Surveys:

The designer shall provide all topographic and horizontal surveys for this project. The consultant shall comply with the City of Stafford's Subdivision ordinance and any other drainage design criteria manual for entities from where permits are required. The designer shall provide a soil investigation study for the project as required for design. Consultant shall also be responsible to prepare environmental studies, if required.

C. Utility Coordination:

The consultant shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The consultant shall be responsible to obtain all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the preliminary design phase. These existing utility structures shall be shown on the preliminary design plan submittal. The consultant shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the consultant and utility companies, the need and extent of relocation shall be determined. If a dispute arises, the consultant shall immediately set up a meeting between the City of Stafford and the utility company to resolve the dispute. The consultant, on behalf of the City, shall request from all utility companies that they relocate all lines that conflict with new improvements. The consultant shall coordinate this effort with the utility companies. All correspondence and meeting minutes shall be submitted to the City when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the designer shall be complete by or before the final design phase due date. The consultant shall submit all utility clearance letters from each of utility company by or before the project is advertised for bid.

D. Permits:

The designer shall be responsible to comply with all local, state, and federal codes. The designer shall be responsible to submit required sets to the City for review and approval prior submitted to other agencies. It shall be the responsibility of the designer to follow up review and approval process with other entities.

E. Bidding & Construction:

The consultant will be responsible to provide City a complete bid set of construction plan, with specifications and cost estimates. During the bidding process, the consultant shall assist the City with but not limited to the following

items: determine bid period and date, distribute the bid package and any addenda, keep a plan holder lists, respond to all questions from prospective bidders, attend a pre-bid conference, prepare addenda, evaluating bids, provide bid analysis, provide bid recommendation, and be present during City Council meeting to answer questions about bid recommendation. The Consultant shall also provide recommendations concerning the acceptability of subcontractors. During the construction phase, the consultant shall assist the City, with but not limited to the following items: responding to all questions from the contractor, providing advice and recommendation to the City.

V. PRODUCTS REQUIRED:

A. Technical Memorandum (30% Design):

Upon the completion of the evaluation of the drainage options, the consultant shall submit three (3) copies memorandum documents and cost estimates for approval. The consultant will be responsible for addressing any comments from City staff prior 30 % design is accepted. The technical memorandum outcome will become the basis for design for the project.

B. 60% Design:

Upon the completion of 60% design phase, the consultant shall submit three (3) copies and two (2) electronic copies of the 60% design documents. Additionally, the consultant shall submit three (3) copies of the Specifications, the design analysis, and cost estimates. The consultant will be responsible for addressing any comments from City staff prior 60 % design is accepted.

C. 90% Design:

Upon the completion of 90% design phase, the consultant shall submit three (3) copies and two (2) electronic copies of the 90% design documents. Additionally, the consultant shall submit three (3) copies of the Specifications, the design analysis, and cost estimates. The consultant will be responsible for addressing any comments from City staff prior 90 % design is accepted.

D. Final Design:

Upon the completion of final design phase, the designer shall furnish to the Owner two (3) copies and two (3) electronic copies of final design documents and specifications for review. The consultant will be responsible for addressing any comments from City staff prior final design is accepted.

E. Specifications:

All specifications must include type of materials listed in the construction drawings, placement method and quality control and quality assurance testing.

The specification shall correlate with unit price format. All specifications must comply with established specification standards and formats.

F. Cost Estimates:

The designer shall develop and submit the construction cost estimates. The construction cost estimate is expected to be within ten percent (10%) of the bid for base bid item expected from the lowest responsible bidder. The designer's final estimate shall take into account recent unit cost in this regional area.

G. AS Built:

Upon the completion of the construction, the consultant shall submit three (3) copies and two (2) electronic copies of the as built plan to the City.

VI. SUBMISSION REQUIREMENTS

Each company shall submit five copies of their proposal. Each proposal shall include the elements enumerated below:

- A. Cover Letter - The letter should contain the name of the proposing company, the address of the proposing office, and contact persons authorized to answer technical, and/or contract questions together with their telephone number and mailing address. A person authorized to bind the company must sign the cover letter.
- B. Executive Summary - The executive summary should give, in brief, concise terms, a summation of your proposal. Identify the points that make your company uniquely qualified for this engagement.
- C. Table of Contents - Include a clear identification of the material by section and by page number.
- D. To qualify for consideration, the proposal must provide a specific plan including a project timeline for services to perform the tasks.
- E. In addition to the elements to the proposal tasks specified above, the Statement of Qualifications should describe the size of the firm and relevant staff, the location of the office from which the work on this engagement is to be performed, and the number and nature of the professional staff to be employed in this engagement on a full-time and a part-time basis. Describe the range of activities performed by the local office, such as surveying, planning, engineering, construction management or advisory services. Describe the local office's capability to meet the requirements of this

engagement, including the number and classification of personnel skilled in such work who would work on this project.

The Statement of Qualifications shall also provide information on similar or related projects the company/firm has completed and describe the role filled by the company/firm (e.g., lead/sole consultant/firm, advisory services to another lead firm, etc.) during the past five (5) years. Indicate the scope of work, date of engagement, partners, total hours, and the name and telephone number of the principal client contact. Companies/firms desiring to keep this list confidential or that do not want these past or present clients contacted should so state next to each engagement listed. The City will comply with confidentiality requests to the extent allowed by federal and State of Texas public information statutes. Companies/firms should be advised that failure to provide evidence satisfactory to the City of any listed engagement may result in that engagement being disallowed for proposal evaluation purposes.

The Statement of Qualifications shall also provide an organizational chart and resume of key staff members who will be involved on this project along with what commitments your firm will make to the City with respect to accessibility to company/firm's staff persons assigned to this project.

VII. EVALUATION CRITERIA:

Statement of Qualifications received will be evaluated and ranked according to the following criteria:

Criteria	Maximum Points
Understanding of Scope and Prior Related Experience	40
Team Organization and Availability	30
Project Management Approach & Quality Control	30
Total	100

VIII. SELECTION PROCESS

The selection of the consultant will be made by the City Council and will be based on what is in the best interest and provides the best value for the community as determined by the City Council. Proposers will all be treated fairly and equally with respect to any opportunity for discussion and revision of proposals. Interviews may be arranged with the top companies at the discretion of the City to assist in making a final selection.

IX. EQUAL EMPLOYMENT OPPORTUNITY

The proposer agrees that during the performance of its contract it will treat all applicants and employees without discrimination as to race, color, religion, sex, national origin, marital status, age, or disability and identify itself as an "Equal Opportunity Employer" in all help wanted advertisements or requests. The proposer shall be advised of any complaints filed with the City alleging that proposer is not an Equal Opportunity Employer. In determining whether to terminate any portion of this contract, the City reserves the right to consider reports from its Director of Human Resources in response to discrimination complaints. However, the proposer is specifically advised that no Equal Opportunity Employer complaint will be the basis for cancellation of this contract.

X. CONFLICT OF INTEREST

The proposer agrees to comply with the conflict of interest provisions set forth in Chapter 2 Article VII Division 2 of the City of Stafford Code of Ordinances. The proposer agrees to submit a Form 1295 to the City and the Texas Ethics Commission, maintain current updated disclosure of information filings with the City throughout the term of this contract.

XI. CITY CONTACT

Questions concerning the RFQ or requests for additional information should be directed to the following City contact no later than November 30, 2016:

Milton Rahman
City of Stafford
2610 South Main
Stafford, TX 77477
(281) 261-3920

DIVISION 2. CONSULTANT CONFLICT OF INTEREST

Sec. 2-339. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Conflict of interest means and includes, but is not limited to, any of the following or combination of the following:

- (1) Previous or simultaneous representation by consultant of any person or entity that is regulated by the city or is doing has done, or there is a reasonable possibility will do, business with the city or otherwise has interests which a reasonable person would conclude could be adverse to those of the city;
- (2) Consultant's recommendation to the city for the purchase of goods, products or services provided by any person related to consultant within the first degree by consanguinity or affinity;
- (3) Consultant's recommendation to the city for the purchase of goods, products or services provided by an entity in which consultant has a substantial interest;
- (4) Consultant recommends to city council, or secures the approval of city council, for the purchase of goods, services, or products knowingly and with the expectation of receiving, either directly or indirectly, any form of payment, including gifts and gratuities, from a person or entity in exchange for recommending such purchase or securing the approval of such purchase;
- (5) Consultant or a person related within the first degree of consanguinity or affinity to the consultant owns an interest in land that is the subject of the consultant's representation of the city;
- (6) An entity in which the consultant has a substantial interest owns an interest in land that is the subject of the consultant's representation of the city;

(7)

Consultant has previously represented or currently represents a person or entity that owns an interest in land that is the subject of the consultant's representation of the city; and/or

(8)

Consultant knows or has reason to believe that it cannot actively and aggressively advise and represent the best interests of the city because of previous or simultaneous representation of another person or entity.

Consultant means and includes any person or entity that provides advice, services, or representation to the city, for a fee and includes, but is not limited to, the professional and consulting services defined under V.T.C.A., Government Code §2254.004.

Entity means a sole proprietorship, limited partnership, general partnership, corporation, joint stock company, joint venture, receivership or trust, and includes a governmental entity as defined under V.T.C.A., Government Code § 2254.004.

Person means an individual, corporation, partnership, or unincorporated organization.

Substantial interest in an entity means:

(1)

Consultant owns ten percent or more of the voting stock or shares of the entity or either ten percent or more or \$15,000.00 or more of the fair market value of the entity;

(2)

Funds received by the consultant from the entity exceed ten percent of the consultant's gross income for the previous year;

(3)

A person related to the consultant within the first degree by consanguinity or affinity owns ten percent or more of the voting stock or shares of the entity or either ten percent or more or \$15,000.00 or more of the fair market value of the entity;

(4)

Funds received from the entity by a person related to the consultant within the first degree by consanguinity or affinity exceed ten percent of the person's gross income for the previous year.

Sec. 2-340. Disclosure requirements.

All consultants doing business, or desiring to do business, with the city shall disclose to city council all conflicts of interest and the nature of such conflict, in writing, as soon as practical. Consultants doing business with the city on the date of adoption of this article shall disclose to city council all conflicts of interests and the nature of such conflicts, in writing, within 30 days of the effective date hereof. The city council shall keep disclosures confidential to the extent allowed under applicable law.

Sec. 2-341. Action in the event of conflict of interest.

Upon disclosure of a conflict of interest, the city council shall determine whether such conflict of interest would prevent or materially restrict the consultant from fully and aggressively pursuing the interests of the city or acting in the city's behalf. In the event city council determines that the consultant's conflict of interest would prevent or materially restrict the consultant from fully and aggressively pursuing the interests of the city or acting in the city's best interests, the city council shall have the right to immediately terminate consultant's services.

Sec. 2-342. Criminal offense; penalty.

It shall be unlawful for a consultant doing business, or desiring to do business, with the city to fail to disclose a conflict of interest and the nature of that interest. Any consultant doing business, or desiring to do business, with the city that fails to disclose a conflict of interest and the nature of that interest shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$500.00. Each day in which any violation shall occur, or each occurrence of any violation, shall constitute a separate offense.

Sec. 2-343. Additional remedies.

In the event a consultant doing business, or desiring to do business, with the city fails to disclose a conflict of interest and the nature of the conflict and such conflict of interest materially affects the interests of the city, such failure may be deemed to be a breach of the contract between the city and the consultant and shall entitle the city to immediately terminate such contract.

Sec. 2-344. Notice.

Every contract entered into by the city and a consultant shall contain a provision referencing or incorporating the provisions of this policy into the contract.