



AMENDED AUGUST 16, 2021
REQUEST FOR QUALIFICATIONS
CITY OF DRIPPING SPRINGS, TEXAS
Request for Qualifications “Old Fitzhugh Road Engineering Services”

PUBLIC NOTICE

Notice is hereby given that the City of Dripping Springs, Texas is soliciting **Statements of Qualifications for Old Fitzhugh Road Engineering Services.**

Sealed Statements of Qualifications must be submitted in one (1) original, five (5) copies, and one (1) electronic copy in PDF format on a flash drive and shall be delivered to:

City of Dripping Springs, Texas
Attn: Laura Mueller, City Attorney
511 Mercer Street or P.O. Box 384
Dripping Springs, Texas 78620

Electronic submission is also allowed at lmuel@cityofdrippingsprings.com. Statements of Qualifications must be submitted **by 4 p.m. on August 27, 2021**, at which time the statements will be publicly opened and read aloud. Statements received after the opening date and time will not be considered.

A pre-proposal virtual meeting will be held on **August 16, 2021 at 2:00 p.m.** by Zoom. This meeting is optional. If interested in participating in the pre-proposal meeting please email kcampbell@cityofdrippingsprings.com by August 13, 2021 to receive the meeting invite.

If additional information is requested, please email questions to Laura Mueller, City Attorney at lmuel@cityofdrippingsprings.com with “OFR Engineering Services” in the subject line. RFQs may be viewed online at the City’s website at www.cityofdrippingsprings.com.

The City of Dripping Springs (“City”) intends to develop the Plan Specifications and Estimates (PS&E) phase services which will develop and advance engineering and design of the Old Fitzhugh Road Concept Plan. City now intends to enter into one (1) contract with a consulting engineering firm as a professional service provider, including design services, to provide the following services.

REQUEST FOR STATEMENT OF QUALIFICATIONS:

The City of Dripping Springs, hereinafter referred to as “the City”, is soliciting Statement of Qualifications (SOQ) from engineering firms, hereinafter referred to as “Applicant,” which have LGPP Certified staff and more than three (3) years experience in design and construction administration of street projects as outlined in the SCOPE OF SERVICES section of this request. The Applicant awarded the contract is referred to herein as “the Consultant.”

Statement of Qualifications are due at 4 p.m. on August 27, 2021 and will be opened by City Staff at that time. Proposals will become public, as required by the Texas Public Information Act, Texas Government Code, Chapter 552 after the contract is awarded.

Project Description and Work to be Performed

The Consultant shall provide design, engineering, supplemental surveying, and other necessary services required for the preparation of PSE’s for the Old Fitzhugh Road (OFR) Concept Plan and Full Site Plan documents for the City of Dripping Springs (City). These services may include, but are not limited to, supplemental surveying, roadway design, traffic engineering and traffic calming design, drainage design, multi-use trail design, pedestrian elements and amenities design, landscape & streetscape design, safety, and pedestrian illumination design.

The City will select a Consultant which has adequate staff and more than three (3) years of experience in design and construction management of projects. The selected Consultant will be required to have extensive experience including design, development of Plans, and Specifications and Estimates (PS&E).

Scope and Tasks of Services

Engineering services will include, but may not be limited to the following Project Tasks:

1. **Project Management and Administration:** (Task 1)-
 - 1.1. Progress Reporting and Invoicing
 - 1.2. Project Meetings and Workshops
 - 1.3. Project Scheduling and Coordination
 - 1.4. Right-of-Entry Letters
 - 1.5. Quality Assurance and Quality Control
 - 1.6. Milestone Submittal Acceptance and Technical Reviews (30% / 60% / 90% and 100%)
 - 1.7. Applicable Standards (City of Dripping Springs, City of Austin, State Standards)
 - 1.8. Design Controls (design exceptions and waivers)
 - 1.9. General Design Criteria (TxDOT, TMUTCD, NACTO, AASHTO, ADAAG, TAS, TCEQ, COPS etc)

2. **Supplemental Field Surveying:** (Task 2)-
 - 2.1. Supplemental Field Survey Criteria & Scope of Work
 - 2.2. Deliverable Survey Data (for Design purposes)
 - 2.3. Assumptions (Supplements existing ROW Survey - Mercer to RR-12 approx. 3,252 lf)
3. **Environmental Document:** (Task 3)
 - 3.1. Categorical Exclusion (CE) Determination & Project Scoping
 - 3.2. Environmental Data Collection
 - 3.3. ROW Entry Letters (if needed- for property outside ROW)
 - 3.4. Air Quality Analysis (if determined)
 - 3.5. Cultural Resources (Archeological & Non-Archeological- if determined)
 - 3.6. Community Impact Assessment (if determined)
 - 3.7. Water Resources Report (if determined)
 - 3.8. Tier 1 Site Assessment
 - 3.9. Hazardous Materials
 - 3.10. Public Meeting (Meeting of Affected Property Owners (MAPO))
 - 3.11. Notice Affording Opportunity for Public Hearing
 - 3.12. Traffic Noise Analysis
4. **Roadway Design** (Task 4)-
 - 4.1. Roadway Plans (w/Plan & Roadway Details)
 - 4.2. Typical Cross Sections (with/without Parking, with/without Landscape / Rain Gardens)
 - 4.3. Grading & Earthwork (grading coordination details at ROW lines; Cut & Fill Quantities)
 - 4.4. Driveway Details (layouts of pavement and drainage designs at intersecting driveways)
 - 4.5. Intersection Designs (layout details at Mercer St. and RR-12 intersections)
 - 4.6. Traffic Calming & Design
5. **Multi-Use Trail & Pedestrian Amenities Design** (Task 5)-
 - 5.1. Trail Plan (w/Plan Details)
 - 5.2. Typical Trail Cross Sections
 - 5.3. Driveway Crossings (layouts detailing trail designs at intersecting driveways)
 - 5.4. Pedestrian Crossing Designs (layout details at Activity Plazas / Traffic Calming)
 - 5.5. Pedestrian Amenities & Furnishings (Plan Details, Schedules & Specifications)
 - 5.6. Project Submittal to TDLR (at Final PSE, w/TDLR comments addressed & accepted)
6. **Landscape, Streetscape and Urban Design** (Task 6)-
 - 6.1. Landscape & Street Trees Layout & Planting Plans (w/Sections, Details)
 - 6.2. Irrigation Plans & Details (if determined)
 - 6.3. Landscape & Hardscape Details (Plan Details, Schedules & Specifications)
7. **Drainage & Water Quality & Stormwater Design** (Task 7)-
 - 7.1. Drainage Analysis Plans, Criteria & Standards
 - 7.2. Drainage & Water Quality Study & Memo
 - 7.3. Hydraulic Design, Data & Documentation
 - 7.4. Drainage Design & Details (Layouts, Conveyances & Structures, Typical Details)
 - 7.5. Drainage Easements & Downstream Conveyance Criteria (@ Adjoining Properties)
 - 7.6. Drainage Swales & Rain Garden Design (include Coordination w/Landscape Design)
 - 7.7. Stormwater Pollution Prevention Plan (SW3P, BMP's & EPIC)
 - 7.8. Water Quality Plan (TCEQ & City TCM Standards)

- 7.9. Drainage Operations & Maintenance Guidelines (i.e. Rain Gardens)
- 8. Utility Conflict Review & Coordination (Task 8)-**
- 8.1. Conflict Identification & Design Resolution (Design Adjustments & Coordination)
 - 8.2. Utility Notifications Letters (to Utility Providers)
 - 8.3. Utility Conflict Resolution & Coordination (w/Necessary Relocations; w/Providers)
- 9. Miscellaneous Services (Task 9)-**
- 9.1. Traffic Control Plan (TCP) (Detours, Sequence of Construction)
 - 9.2. Implementation Phasing Plans (for possible Phased Implementation of improvements)
 - 9.3. Special Specifications / Provisions (Project Manual)
- 10. Estimating Services (Task 10)-**
- 10.1. Quantities & Basis of Construction Estimates (TxDOT specified bid items & format)
 - 10.2. Estimates of Construction Cost (delivered at 30% / 60% / 90% & Final Plan submittals)
 - 10.3. Contract Time Determination (delivered at 30% (Preliminary) / 90% and Final Plans)
- 11. Permitting & Bid Phase Services* (Task 11)- *(TBD)**
- 11.1. Permit Submittals & Coordination (CODS + all other applicable Authorities)
 - 11.2. Plan Revisions for Permit Acquisition (scoped estimate)
 - 11.3. Bid Document Preparation & Bid Administration (assistance to City)
- 12. Construction Phase Services* (Task 12)- *(TBD)**
- 12.1. Shop Drawing Review & Approval
 - 12.2. RFI Review Clarifications & Responses
 - 12.3 Jobsite Observations & Field Reports

The specific services to be provided will be determined through a negotiation and mutual agreement between the City and the Consultant. The City expressly reserves the right to perform any part of the project itself or to use outside services as necessary.

Final Deliverables

Over the life of the project, the City will expect deliverables as follows:

- 30% Plans, Specifications & Estimates (to be reviewed by the City)
- 60% Plans, Specifications & Estimates (to be reviewed by the City)
- 90% Plans, Specifications & Estimates (to be reviewed by the City)
- 100% Final Bid Documents – Plans, Specifications, and Estimates

Additional deliverables may be required, depending upon the nature of the work and progress of the Project. All deliverables should be designed in accordance with Federal, State and Local requirements.

Selection Criteria

The Applicant must demonstrate that a professional engineer registered in the State of Texas will sign and seal the work to be performed under this contract and demonstrate that the prime provider

will perform a minimum of 50% of the actual contract work. The City will verify all Applicants' eligibility under state and local law and ensure no Applicant is considered that has been suspended or debarred from engaging in projects. The City may also choose, at its option, to meet and interview Applicants to aid in its selection.

The selection will be based on the evaluation of the Statement of Qualifications submitted. The City will follow Federal and State law including Chapters 171 and 176 of the Texas Local Government Code and Article 2.02 of the City of Dripping Springs Code of Ordinances.

Each Qualification will be evaluated using the following criteria

- Project understanding and approach (20%)
- PM's experience with similar state, county and municipal projects (20%)
- Experience of the task leaders with similar state, county and municipal projects (20%)
- References (20%)
- Team's experience with comprehensive Multi-Use Trail and Sidewalk, Roadway and Drainage improvement projects. (15%)
- Prime providers Quality Assurance/Control Program. (5%)

Total: 100%

Qualification Requirements

The Qualification must include the following:

1. The Request for Qualification "Old Fitzhugh Road Engineering Services".
2. An organization chart containing the names, addresses, telephone number, and email addresses of the prime provider, along with all sub provider's key personnel proposed for the team and their contract responsibilities.
3. The name of the prime provider's project manager and key personnel who will work on the contract.
4. Information providing team qualifications and capabilities, and understanding, similar project-related experience.
5. Verification that the proposed team individuals are currently employed by either the prime provider or a sub provider.
6. Confirmation that the professional engineer assigned to the project carries general liability insurance, worker's compensation, Business Automobile Policy, and professional liability insurance within ten (10) calendar days of any Notice of Award.
7. Name and Contact information for at least three (3) references for similar related projects (including mailing address, email address and telephone number). References may be confirmed.
8. Provide a description of your project approach and management plans relative to the advertised services.
9. Describe ability to meet project time frame proposed by the City.

10. After selection of the Engineering Firm through the qualification process, in order to be considered for award of the final contract, Applicants must have an approved indirect cost rate. Any discussion of costs or rates of any kind will occur after selection of the Engineering Firm.

General Requirements:

A. Independent Consultant

The selected Consultant shall not be an employee or officer of the City. The Consultant will act as an independent contractor and acquire no rights or benefits offered to employees of the City, its departments, or agencies.

B. General Liability Insurance/Professional Liability – See attached “City of Dripping Springs Contractor Insurance Requirements.”

C. Conflict of Interest Affidavit.

Statement of Qualifications Submission Deadline:

- A. Statements of Qualifications must be addressed to Laura Mueller, City Attorney, and received at the City offices at 511 Mercer St, Dripping Springs TX 78620, Dripping Springs, TX, 78676 or lmuel@cityofdrippingsprings.com at or before: August 27th, 2021.

STATEMENTS OF QUALIFICATIONS RECEIVED AFTER 4:00 PM WILL BE PLACED IN THE FILE UNOPENED AND WILL NOT BE CONSIDERED. NO EXCEPTIONS.

- B. Statements of qualifications must be submitted in a sealed envelope clearly bearing the name of the Applicant and address and bearing the words: “Old Fitzhugh Road Engineering Services”.
- C. One (1) Original and five (5) copies and one (1) electronic copy (in PDF format) on CD or flash drive, of the Statement of Qualifications are required. **In lieu of paper submissions, an applicant may submit its Statement of Qualifications electronically in PDF format by emailing the Statement of Qualifications to Laura Mueller at lmuel@cityofdrippingsprings.com.**
- D. Applicants are encouraged to verify that the City of Dripping Springs agency contact, the City Attorney, has received Qualifications. Any Qualifications received after the deadline will not be accepted.

Award:

1. The City reserves the right to reject any or all Applicants.
2. After evaluations are complete, the City will rank the Applicants by total score, with the highest total score reflecting the best and most qualified Applicant. The City will enter into negotiations for compensation and other relevant issues with the Applicant deemed the best and most qualified.
3. In the event the City is unable to negotiate a mutually acceptable contract with the selected Applicant, it reserves the right to terminate negotiations with the first choice and enter into negotiations with the following choice, and so on until the City enters into a Contract with a qualified firm.

Written Agreement:

The chosen Consultant will be required to negotiate a written agreement with the City.

Omissions:

Should this solicitation fail to contain sufficient information in order for interested Applicants to obtain a clear understanding of the services required by the City, or should it appear that the instructions outlined in the solicitation are not clear or are contradictory, any interested Applicant may in writing request clarification from the City Attorney no later than five (5) days prior to the required time and date for statement of qualification submission. The interested Applicant shall email a copy of the written clarification request to the City Attorney, Laura Mueller at lmueller@cityofdrippingsprings.com. Written requests from interested Applicants and written responses by the City will be provided to all Applicants.

Additional Information:

Contact with persons other than the City Attorney or Kevin Campbell as provided herein, may result in the disqualification of the Applicant's submittal. In fairness to all Applicants, the City will not communicate with anyone representing a potential provider of services during the RFQ process, except (1) as contemplated under Omissions hereinabove, (2) meetings and communications required to conduct business not related to the RFQ, and (3) possible personal presentations by Applicants after written submittals have been received and evaluated, if deemed necessary by City.

In addition, the City reserves the right to contact any Applicant for purposes of obtaining clarification of a submission, as deemed necessary after responses have been opened and also as contemplated above.

Cost of Developing Statements of Qualifications:

All costs related to the preparation of the statement of qualifications and any related activities are the sole responsibility of the Applicants. The City assumes no liability for any costs incurred by the Applicants throughout the entire selection process.

Document Ownerships:

All submittals, including attachments and supplementary materials shall become, upon submission, property of the City of Dripping Springs and will not be returned to the submitting Applicant.

Optional Pre-Submittal Conference:

An optional pre-submittal conference will be held via Zoom on August 16, 2021 at 2 p.m. This meeting is optional. If interested in participating in the pre-proposal meeting please email kcampbell@cityofdrippingsprings.com by August 13, 2021 to receive the meeting invite.

Attachments:

- Attachment “A”: City of Dripping Springs Contractor Insurance Requirements
- Attachment “B”: Response Form

ATTACHMENT “A”
CITY OF DRIPPING SPRINGS ENGINEERING FIRM INSURANCE REQUIREMENTS

Engineering Firm providing goods, materials and services for the City of Dripping Springs shall, during the term of the contract with the City of Dripping Springs or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City of Dripping Springs as additional named insured as to all applicable coverage.
2. Provide for at least ten (10) days prior written notice to the City of Dripping Springs for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City of Dripping Springs for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least “A” by AM Best or other equivalent rating service.

Certificate of Insurance: Certificates of insurance evidencing all of the required insurance coverages shall be submitted with the Engineering Firm’s submission. Copies of any modifications, amendments, renewals, or terminations of any coverage shall be promptly submitted to the City. If the contract is renewed or extended by the City of Dripping Springs, certificates of insurance evidencing all of the required insurance coverages shall also be provided to the City of Dripping Springs prior to the date the contract is renewed or extended.

Type of Contract Type and Amount of Insurance

- Statutory Workers Compensation insurance as required by state law.
- Commercial General Liability minimum limits of \$500,000 per occurrence for bodily injury, personal injury, and property damage.
- Automobile Liability with a minimum of \$500,000 Dollars combined single limit.
- Professional Services Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$1 Million Dollars aggregate.

ATTACHMENT "B"
RESPONSE FORM

RESPONDER:

Date:

Company:

Signature:

Printed Name:

Title:

Address:

Federal EIN #/SSN #

Authorized Signature _____ Date _____ Signature _____
indicates bidder accepts the specifications, terms and conditions of this solicitation and that
bidder is not delinquent on any payment due the City nor involved in any lawsuit against the
City.

Print

Name _____ Title _____

REFERENCES:

Each Responder is to provide a minimum of three (3) verifiable business references for which the
Responder has performed work.

Company Name:

Address:

Contact Person:

Telephone:

Brief description of project:

Company Name:

Address:

Contact Person:

Telephone:

Brief description of project:

Company Name:

Address:

Contact Person:

Telephone:

Brief description of project:

Please provide the following information for contract development. Is your firm:

Sole Proprietorship	YES	NO
Partnership	YES	NO
Corporation	YES	NO

If company is a sole proprietorship, list the owner's full legal name:

If company is a partnership, list the partner(s) full legal name(s):

If company is a corporation, list the full legal name as listed on the corporate charter:

ATTACHMENT "C"

DRAFT PROFESSIONAL SERVICES AGREEMENT

This Agreement, made and entered into this, the _____ day of _____ 2021, and between the City of **Dripping Springs**, Texas (hereinafter referred to as the "City") and _____, (hereinafter referred to as "Contractor"), is understood and agreed to be as set forth herein:

1. Description of Services. The City and Contractor agree to the following:

- (a) Contractor shall deliver reports to City Hall via mail, in person, or other electronic means as appropriate.
- (b) Contractor shall attend meetings of City Council, TIRZ Board, and related committee meetings as needed to provide progress reports and drafts of the engineering services.
- (c) Contractor shall conduct business in good faith displaying professionalism and a courteous manner in dealings with the staff, citizens, and customers of the City.
- (d) Contractor will report to the City Administrator, verbally or in writing, any conflicts between Contractor and any citizen or customer in the course of performing said duties and responsibilities.
- (e) Contractor shall maintain complete and accurate records of work performed for the City. Contractor shall manage both public and confidential records that Contractor obtains pursuant to this Agreement with the understanding that some records may be subject to state open records laws. Contractor shall comply with the City's public information policies.
- (f) Performs other related duties as needed.

2. Scope of Work. Contractor will provide consulting services related to the Old Fitzhugh Road Engineering Services as described in Attachment "A". Additional Services may be agreed to in writing by both parties and billed at a negotiated rate as listed in Attachment "A".

3. Schedule. Work shall commence upon execution of this agreement and shall be completed within the schedule noted within the Scope of Services attached. This Agreement shall be in effect for a period of one year unless terminated as provided below or if all work associated with Agreement is completed. Contractor shall start work immediately after the execution of this Agreement.

4. Payment for Services. The City will compensate Contractor in accordance with the fee

structure contained in Contractor's proposal attached as Attachment "A". Contractor shall invoice City in accordance with Contractor's attached proposal. Invoices will be submitted monthly and payment is due within 30 days of City's receipt and approval of the invoice. The total amount of this contract will not exceed _____. Additional services and payment for additional services as relates to Attachment "A" must be approved in writing by the City prior to provision of such services.

- 5. Relationship of Parties.** It is understood by the parties that Contractor is an independent contractor with respect to the City and not an employee of the City. City will not provide fringe benefits, including health insurance benefits, paid vacation, or any employee benefit, for the benefit of Contractor. The City may contract with other individuals or firms for legal services.
- 6. Limitations.** During the period the Contractor is covered by this agreement, the Contractor will not be permitted to perform any services for any agency, developer, contractor or individual performing work within or for the City, or any project or construction that involves inspection, coordination, approval or in any other manner that involves the City other than that work assigned by an agency of the City.
- 7. Termination.** Either party may terminate this Agreement with thirty (30) days at any time with written notice to the other party.
- 8. Injuries/ Insurance.** Contractor acknowledges the contractor's obligation to obtain appropriate insurance coverage as listed in Attachment "B".
- 9. Indemnification.** Contractor agrees to indemnify and hold City harmless from all claims, losses, expenses, fees, including attorney's fees, costs, and judgments that may be asserted against City that result from acts or omissions of Contractor, Contractor's employees, if any, and Contractor's agents.
- 10. Assignment.** Contractor's obligation under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of City accept as provided for, and with the protections, described in Attachment "A".
- 11. Notice.** All notice required or permitted under this Agreement shall be in writing and shall be delivered either in person or deposited in the United States mail, postage prepaid, addressed as follows:

For the City:

City of Dripping Springs
Attn: City Administrator
P.O. Box 384
Dripping Springs, TX 78620
(512) 858-4725

For the Contractor:

Either party may change such address from time to time by providing written notice to the other in the manner set forth above. Notice is deemed to have been received three (3) days after deposit in U.S. mail.

12. Mandatory Disclosures. Texas law requires that vendors make certain disclosures. Prior to the effective date of this Contract, the Contractor has submitted to the City a copy of the Conflict of Interest Questionnaire form (CIQ Form) approved by the Texas Ethics Commission (Texas Local Government Code Chapter 176) and, by signing this Agreement, the Contractor affirms compliance with the Prohibition on Contracts with Companies Boycotting Israel (Texas Government Code Chapter 2270). The Contractor must also fill out Form 1295, as required by the Texas Ethics Commission, and submit it to the City. The form may be found here: <https://www.ethics.state.tx.us/whatsnew/elfinfoform1295.htm>

13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. Waiver of Contractual Right. The failure of any party to enforce any provision of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce and compel strict compliance with every provision of the Agreement.

15. Applicable Law: The laws of the State of Texas shall govern this Agreement.

16. Venue: The venue for any and all legal disputes arising under this Agreement shall be Hays County, Texas.

17. Entire Agreement. This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written agreements between the parties. If there is any conflict between this Agreement and any Attachment, this Agreement controls.

THE CITY:
City of Dripping Springs

CONTRACTOR:

Michelle Fischer
City Administrator

Date

Date

ATTEST:

Andrea Cunningham
City Secretary

Proposal