

# CITY OF SEGUIN, TEXAS



REQUEST FOR QUALIFICATIONS  
ENGINEERING SERVICES AND DESIGN  
FOR THE

## **TRANSPORTATION ALTERNATIVES PROGRAM**

Sidewalks within Park West and on North Vaughan and San Antonio Avenues  
CSJ #0915-46-043

RFQ #TF-2016-15  
ISSUED BY THE CITY OF SEGUIN  
PARKS AND RECREATION DEPARTMENT  
PURCHASING DEPARTMENT

Proposals must be submitted no later than:

**January 5, 2016**  
2:30 p.m. (Central Standard Time)

Date Issued: December 4, 2015

<b>1. GENERAL INFORMATION</b>	<b>3</b>
1.1 Background	3
1.2 Quantity	3
1.3 Regulations	3
1.4 Consulting Contracts - Prohibition on Follow On Contracts	3
1.5 Procuring and Contracting Agency	3
1.5.1 Point of Contact	3
1.5.2 Contract Administration	3
1.6 Definitions	4
1.7 Clarification of Specification and Requirements	4
1.8 Contract Term	4
1.9 Expenses	4
1.10 Insurance	4
<b>2. PREPARING AND SUBMITTING A PROPOSAL</b>	<b>5</b>
2.1 Evaluation and Selection	5
2.2 Incurring Costs	5
2.3 Submitting the Proposal	5
2.4 Proposal Organization and Format	5
2.5 Interviews	5
<b>3. PROPOSAL SELECTION AND AWARD PROCESS</b>	<b>6</b>
3.1 Proposal Scoring and Selection	6
3.2 Evaluation Criteria	6
3.2.1 Proposals	6
3.2.2 Interviews	6
3.3 Award and Final Offers	6
3.4 Right to Reject Proposals and Negotiate Contract Terms	6
<b>4. GENERAL PROPOSAL REQUIREMENTS</b>	<b>7</b>
4.1 Organizational Capabilities	7
4.2 Staff Qualifications	7
4.2.1 Minimum Skill Qualifications	7
4.2.2 Preferred Skill Qualifications	7
4.3 Schedule Adherence	7
<b>5. TECHNICAL SPECIFICATIONS</b>	<b>8</b>
5.1 General Project Description	8
5.2 Project Oversight	8
5.3 Project Deliverables	8
<b>6. CONSULTANT RESPONSIBILITIES</b>	<b>8</b>
<b>7. REPLACEMENT PERSONNEL</b>	<b>8</b>
<b>8. CITY RESPONSIBILITIES</b>	<b>8</b>
<b>9. WORK HOURS AND LOCATION</b>	<b>9</b>
<b>10. STANDARD CONTRACT TERMS, CONDITIONS AND REQUIREMENTS</b>	<b>9</b>
<b>11. REQUIRED FORMS</b>	<b>9</b>

12. ATTACHMENT A - PROPOSER DATA SHEET	10
13. ATTACHMENT B - REFERENCE DATA SHEET	11
14. INSURANCE REQUIREMENTS	12
15. EXHIBIT A - ASSURANCES	13-18
16. EXHIBIT B - DRUG FREE WORKPLACE CERTIFICATION	19-20
17. EXHIBIT C - CHILD SUPPORT STATEMENT	21
18. EXHIBIT D - PROGRESS ASSESSMENT FORM	22
19. EXHIBIT E - FEDERAL SUBPROVIDER AND SUPPLIER INFORMATION	23
20. ATTACHMENT C -MAP	24

# 1. GENERAL INFORMATION

The City of Seguin (City) is soliciting statements of qualifications from qualified engineering firms to provide engineering, planning, bidding, and construction phase services relative for sidewalks within Park West and along North Vaughan and San Antonio Avenues. This procurement is made under the Alamo Area Metropolitan Planning Organization (MPO) FY 2015-2019 Transportation Alternative Program with project regulation assistance from the Texas Department of Transportation (TxDOT).

## 1.1 Background

On February 26, 2014, the City was awarded funding from the MPO for sidewalks within Park West and along North Vaughan Avenue (east side of roadway only) from Court Street north to San Antonio Avenue and on San Antonio Avenue (south side of roadway only) from North Vaughan Avenue east to Guadalupe Street. The Project will consist of four to six foot wide sidewalks utilizing the City's existing right-of-way and City owned park property. The Project encompasses approximately 1 mile of four to five foot sidewalks along one side of the roadway including a pedestrian bridge that crosses the Walnut Branch and approximately 1 mile of five to six foot sidewalks internally within Park West.

## 1.2 Quantity

The City anticipates selecting one (1) private firm to provide the engineering design and construction administration.

## 1.3 Regulations

All work must be performed in compliance with applicable federal and state regulations.

## 1.4 Consulting Contracts - Prohibition on Follow-On Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract.

## 1.5 Procuring and Contracting Agency

### 1.5.1 Point of Contact

The City issues this Request for Qualifications (RFQ) and is the sole point of contact for the Texas Department of Transportation (TxDOT) during the selection process.

### 1.5.2 Contract Administration

The Parks and Recreation Department for the City will administer the contract resulting from this RFQ. The contract administrator is:

**Jack Jones, CPRP**  
Director of Parks and Recreation  
600 River Drive West  
Seguin, Texas 78155

**Office: 830.401.2480**  
**Fax: 830.401.2481**  
**Email: [jjones@seguintexas.gov](mailto:jjones@seguintexas.gov)**  
**Web Site: [www.seguintexas.gov](http://www.seguintexas.gov)**

## 1.6 Definitions

The following definitions are used in this RFQ:

- "Consultant" means the firm selected from this RFQ.
- "Department" or "City" means the City of Seguin.
- "Proposer" means a firm submitting a proposal in response to this RFQ.

## 1.7 Clarification of the Specifications and Requirements

If additional information is necessary to assist the Proposer in interpreting these specifications, questions will be accepted by:

**Name:** Twila Wood, Purchasing Manager      **Email:** [twood@seguintexas.gov](mailto:twood@seguintexas.gov)  
**Subject:** "Transportation Alternatives Program Project"

Questions must be received by email by December 11, 2015 by 3:00 p.m. Central Standard Time (CST) to receive a response.

The Timetable for the RFQ process is:

EVENT	DATE
RFQ issued	December 4, 2015
All Proposers questions must be received by	December 11, 2015
All Proposers questions will be answered by	December 17, 2015
<b>WRITTEN PROPOSALS MUST BE RECEIVED BY THE CITY OF SEGUIN</b>	<b>January 5, 2016 by 2:30 p.m. CST</b>
Evaluation/Interview process complete (estimated)	February 5, 2016
Proposer contract negotiation complete (estimated)	February 19, 2016
Contract awarded (estimated)	March 1, 2016

## 1.8 Contract Term

Length of contract shall be approximately 6 months. The contract may be extended no more than 4 times for periods of 6 months each. Proposals may vary from these guidelines by no more than 30 percent.

## 1.9 Expenses

Covered expenses will be paid on a reimbursement basis in accordance with this RFQ.

## 1.10 Insurance

Prior to beginning work the successful Proposer shall provide the City with an insurance certificate in compliance with the Insurance Requirements document contained herein. See page 11.

## 2. PREPARING AND SUBMITTING A PROPOSAL

### 2.1 Evaluation and Selection

The evaluation and selection of a Consultant will be based on the information submitted in the proposal, references, and interviews. Proposers should respond clearly and completely to all requirements. Failure to respond completely may be the basis for rejecting a proposal. **Elaborate proposals (e.g., expensive artwork) beyond that sufficient to present a complete and effective proposal is not necessary or desired.**

### 2.2 Incurring Costs

The City is not liable for any costs incurred by Proposers in replying to this RFQ.

### 2.3 Submitting the Proposal

The Proposer must submit one (1) original plus four (4) copies of the proposal to the City. All proposals must be packaged, sealed, and have the following written information on the outside of the package:

1. Proposer's Name and Address
2. Proposal for:  
"Engineering Services for Transportation Alternatives Program Project"
3. Proposal Due Date, January 5, 2016 at 2:30 p.m. Central Standard Time.

#### The proposal packages must be delivered to:

##### Via USPS:

City Manager  
City of Seguin  
P O Box 591  
Seguin, Texas 78156-0591

##### Via Courier or Overnight Deliver:

City Manager  
City of Seguin  
205 N. River Street  
Seguin, Texas 78155

The City must receive all proposals no later than **2:30 P.M. CST** on **January 5, 2016**. Proposers mailing their proposals must allow sufficient time for delivery of their proposal by the time and date specified. Late proposals will not be accepted.

### 2.4 Proposal Organization and Format

Proposal should be submitted on 8.5 by 11-inch paper bound securely. Proposals must be organized with the following headings and subheadings. Each heading and subheading should be separated by tabs or otherwise clearly marked.

The RFQ must contain:

1. Request for Proposal Signature Cover Page
2. Proposer Data Sheet (ATTACHMENT A)
3. Introduction
4. Organizational Qualifications
5. Staff Qualifications
6. Project Schedule
7. Technical Specifications
8. Reference Data Sheet (ATTACHMENT B)

### 2.5 Interviews

Interviews will be conducted with the top scoring Proposers by the review panel to clarify and verify the written proposals. These interviews will be held subsequent to the

initial receipt and scoring of the proposal to provide an opportunity for the respondent to clarify the proposal. The Department will schedule a time and location for each interview it requests. Should a proposer refuse to honor the request for interview, this may result in rejection of the proposal.

### 3. PROPOSAL SELECTION AND AWARD PROCESS

#### 3.1 Proposal Scoring and Selection

A review panel composed of representatives from the City of Seguin staff will make the selection. The panel will review and rank all proposals received. Selected Proposers will be based on evaluation of the written proposals and will be requested to interview with the review panel comprised of City staff. Responding to this RFQ constitutes understanding and agreement to methods of evaluation and selection.

#### 3.2 Evaluation Criteria

##### 3.2.1 Proposals

All proposals submitted in response to this RFQ will be evaluated based on the following criteria:

<u>Criteria</u>	<u>Weight</u>
<ul style="list-style-type: none"> <li>▪ <b>General Quality and Adequacy of Response</b> <ul style="list-style-type: none"> <li>○ Completeness and thoroughness</li> <li>○ Understanding of the project</li> <li>○ Responsiveness to terms and conditions</li> </ul> </li> </ul>	15%
<ul style="list-style-type: none"> <li>▪ <b>Organization, Personnel, and Experience</b> <ul style="list-style-type: none"> <li>○ Qualifications of personnel</li> <li>○ Experience of personnel</li> <li>○ Experience of firm</li> <li>○ Familiarity with sidewalk construction design and construction, including pedestrian bridge elements</li> </ul> </li> </ul>	45%
<ul style="list-style-type: none"> <li>▪ <b>Technical Approach - Quality of Package Provided</b> <ul style="list-style-type: none"> <li>○ Approach to problem analysis</li> <li>○ Clarity and organization in concept development</li> <li>○ Quality and Quantity of Services to be Rendered</li> <li>○ Proposed schedule</li> </ul> </li> </ul>	<u>40%</u>
<b>MAXIMUM SCORE</b>	<b>100%</b>

##### 3.2.2 Interviews

The review panel will make a decision based on the interview results. Each proposer will be asked the same questions and scored based on responses to the questions.

#### 3.3 Award and Final Offers

The award will be granted based on the results of the interview and references.

#### 3.4 Right to Reject Proposals and Negotiate Contract Terms

The City reserves the right to reject any and all proposals. The City reserves the right to negotiate the terms of the contract, including the reimbursement rates, with the

selected Proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring Proposer, the City may negotiate a contract with the next highest scoring Proposer and so on until an agreement is reached.

## **4. GENERAL PROPOSAL REQUIREMENTS**

The Proposer should respond to the following proposal requirements:

### **4.1 Organizational Capabilities**

- Business Organization -
  - Give name and address of submitting organization.
  - Identify a designated contact in your organization and list telephone number, fax number, and email address.
- Understanding of Project -
  - Illustrate your understanding of the scope of work and related project activities.
  - Describe your involvement in similar projects concerning functional requirements development and project planning.
  - Describe your involvement in projects that included transportation agencies.
  - Be specific and identify project dates and results.

### **4.2 Staff Qualifications**

The proposal must identify specific staff to be committed to this project. Describe how their experience is related to the following qualifications and indicate what their role(s) in the project will be. Key personnel will need to meet the following qualifications and the number of hours to be committed.

#### **4.2.1 Minimum Skill Qualifications**

##### **4.2.1.1 Work experience within the last 5 years:**

- With Design of and construction of hike and bike trails, sidewalks, and pedestrian bridges
- With ADA (TDLR, USDOJ, USDOT) criteria, or similar agencies

##### **4.2.1.2 Excellent written and oral communication skills with people of all technical levels.**

#### **4.2.2 Preferred Skills Qualifications**

- Work with Texas MPO projects

##### **4.2.2.1 Work experience within the last 5 years:**

- With governmental agencies (similar to TxDOT or comparable)
- With U.S. Department of Justice (DOJ) and U.S. Department of Transportation (DOT)
- With DOT and/or DOT processes and procedures
- With Texas Department of Licensing and Regulations (TDLR)

### **4.3 Schedule Adherence**

Proposers shall indicate their ability to begin work on this project within 30 days of contract award, and propose a schedule of milestones for each deliverable. The firm's history in completing all deliverables on schedule and within budget should be documented. Likewise, experience in aggressive project start-up should be noted.

## **5. TECHNICAL SPECIFICATIONS**

### **5.1 General Project Description**

1. Selected Consultant will design an ADA (TDLR, DOJ) compliant sidewalk and pedestrian bridge to meet the requirements.

### **5.2 Project Oversight**

Throughout the course of the project, the Consultant will work with City of Seguin staff that will review all materials developed by the Proposer and provide project oversight.

### **5.3 Project Deliverables**

1. Project plan and schedule
2. Status reports
3. Project Meetings
4. Environmental Study and project clearance
5. PS & E for project
6. Construction Administration Services
7. Construction Progress Monitoring
8. Final punch list

## **6. CONSULTANT RESPONSIBILITIES**

The consultant is responsible for Federal and State Unemployment Insurance coverage and Standard Workers Compensation Insurance coverage. Consultant shall comply with all Federal and State tax laws and withholding requirements.

## **7. REPLACEMENT PERSONNEL**

- a. Replacement of the selected consultant shall require the approval of the City.
- b. If the City determines that the selected consultant is unable to perform satisfactorily or to communicate effectively, the City may cause their immediate removal from the contract.
- c. Replacement personnel shall have comparable qualifications and be provided at the contracted rate.
- d. Any request by the consultant to replace the selected consultant shall be done in writing to the City. A resume for the proposed replacement shall be submitted to the City. The City may reject the proposed replacement if qualifications, references or past working performance are questionable or unfavorable.
- e. If the consultant is removed and the City did not initiate the request, the vendor has five working days to provide a replacement. There shall be no charge to the City for the first five working days of the replacement.

## **8. CITY OF SEGUIN RESPONSIBILITIES**

The City of Seguin will provide

- a. Guidance and coordination
- b. Utility record drawings

- c. Archeological archive information
- d. Other City archive information

## 9. WORK HOURS AND LOCATION

- a. Services shall be provided during normal business hours unless otherwise approved and coordinated with the City.
- b. Normal business hours are Monday through Friday from 8:00 am through 5:00 pm, excluding City holidays.
- c. The consultant may be required to work on weekends, evenings, and holidays: the City will not pay an overtime rate for this service. All hours shall be billed at the hourly rate quoted.
- d. The primary work location(s) for limited personnel will be at the City of Seguin Parks and Recreation Department, 600 River Drive West, Seguin, Texas. Any and all commuting expenses shall be at the vendor's expense.
- e. The City will provide pre-approved, written authorization for travel for any services to be performed away from the primary work location. Pre-approved travel expenses are limited to the rates and comply with the rules prescribed by the City for travel by its classified employees, including any requirements for original receipts.

## 10. CONTRACT TERMS, CONDITIONS AND REQUIREMENTS

The successful Proposer and the City will enter into a contract for the services described in this RFQ. Failure of the successful Proposer to accept the obligations of a contractual agreement may result in a cancellation of the award.

## 11. REQUIRED FORMS

The following forms must be completed and submitted with the proposal.

### Placed in Front Section Before the RFQ Document:

- 1. Submission letter signed by authorized member of the organization
- 2. Proposer Data Sheet (Attachment A)

### Placed in the Back Section After the RFQ Document:

- 1. Reference Data Sheet (Attachment B) 3 references required

## ATTACHMENT A - PROPOSER DATA SHEET

1. Proposing Company Name: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

Federal Employer Identification Number: \_\_\_\_\_

OR Social Security Number (if sold proprietorship): \_\_\_\_\_

Corporation YES [ ] NO [ ]

### 2. Proposal Contact Person

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### 3. Mailing address where reimbursements are to be mailed and person the department should contact concerning billing.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### 4. Is the firm submitting this proposal an individual?

YES [ ] NO [ ]

### 5. If yes, has the individual been employed by a state agency at any time during the past two years?

YES [ ] NO [ ]

### 6. If yes, in compliance with Texas Government Code 2254.033, please attach a separate sheet to explain:

A. The nature of the previous employment with the state

B. The date the employment terminated

The annual rate of compensation for the employment at the time of its termination

## ATTACHMENT B - REFERENCE DATA SHEET

PROVIDE AT LEAST THREE REFERENCES  
REPRODUCE SHEET AS NECESSARY

### PROPOSER

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: \_\_\_\_\_

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

## INSURANCE REQUIREMENTS

The Vendor will procure and maintain at its expense insurance with insurance companies authorized to do business in the State of Texas, covering all operations under this Agreement, whether performed by the Vendor or its agents, subcontractors or employees. Before commencing the work the Vendor will furnish to the City an original certificate or certificates in a form satisfactory to the City, showing that Vendor has complied with this paragraph.

The Vendor shall not cause any insurance policy to be cancelled or permit it to lapse, and all insurance policies shall include an endorsement to the effect that the insurance policy shall not be subject to cancellation or to a reduction in the required limits of liability or amounts of insurance until notice has been mailed to the City of Seguin, ATTN: Director of Finance, P.O. Box 591, Seguin, TX 78156-0591. The notice shall state the date when such cancellation or reduction shall be effective. The cancellation date shall not be less than thirty (30) days after such notice.

Commercial general liability and motor vehicle insurance will be written with the City as an additional insured and will be endorsed to provide a waiver of the carrier's right of subrogation against the City. The types and amounts of insurance required are set forth below:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Independent Contractors c. Products/Completed Operations d. Personal Injury e. Contractual Liability f. Professional Liability / Errors & Omissions	\$1,000,000 combined single limits
3. Business Automobile Liability a. Owned/leased vehicles b. Non-owned vehicles c. Hired Vehicles	Combined Single Limit for Bodily Injury and Property Damage of \$500,000 per occurrence

The stated limits of insurance are **minimum only**. They do not limit the Vendor's indemnity obligation, and it will be the Vendor's responsibility to determine what limits are adequate. These limits may be met by basic policy limits or any combination of basic limits and umbrella limits. The City's acceptance of certificates of insurance that do not comply with these requirements in any respect does not release the Vendor from compliance with these requirements.

The Vendor will indemnify, hold harmless and defend the City and its employees, agents, officers and servants from any and all lawsuits, claims, demands and causes of action of any kind arising from the negligent or intentional acts errors or omissions of the Vendor, its officers, employees or agents. This will include, but not be limited to, the amounts of judgments, penalties, interest, court costs, reasonable legal fees, and all other expenses incurred by the City arising in favor of any party, including the amounts of any damages or awards resulting from claims demands and causes of action for personal injuries, death or damages to property alleged or actual infringement of patents, copyrights, and trademarks and without limitation by enumeration, all other claims, demands, or causes of action of every character occurring, resulting, or arising from any negligent or intentional wrongful act, error or omission of the Vendor or its agents or employees. This obligation by the Vendor will not be limited by reason of the specification of any particular insurance coverage required under this Agreement. The vendor shall, at all times during the period in which contract is in force and effect, provide and maintain insurance of the type in limits as set forth below. Such insurance shall name the parties required to secure same as insurance and shall include the City of Seguin as an "additional insured" furnished to the City of Seguin before the commencement of any service under this contract. If requested by the City of Seguin, the vendor shall furnish the City of Seguin with true copies of each policy required by him/her.

## **EXHIBIT A ASSURANCES**

In administering a contract with the City, the Proposer assures and certifies that:

### **I. COMPLIANCE WITH REGULATIONS**

The Contactor shall comply with all Regulations relative to federally-assisted programs of the U.S. Department of Transportation (hereinafter referred to as DOT), as they may be amended from time to time (hereinafter referred to as Regulations).

### **II. EQUAL EMPLOYMENT OPPORTUNITY/BASIC REQUIREMENTS**

In accordance with 41 CFR 60, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment with regard to their race, color, religion, sex, age, disability or national origin. Such action shall include, but not be limited to, the following: termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

### **III. DISADVANTAGE BUSINESS ENTERPRISE**

It is the policy of the U.S. Department of Transportation (DOT) that DBEs as defined in 49 CFR, Part 26, Subpart A, be given the opportunity to compete fairly for contracts and subcontracts finance in whole or in part with Federal funds and that a maximum feasible portion of the DOT's overall DBE goal be met using race-neutral means. Consequently, if there is no DBE goal, the DBE requirement of 49 CFR, Part 26, apply to this contract as follows:

The provider will offer DBEs as defined in 49 CFR, Part 26, Subpart A, the opportunity to compete fairly for contracts as subcontracts finance in whole or in part with federal funds. Race-Neutral DBE participation on projects with no DBE goal should be reported on the H-3 Form & H-5 Federal Subprovider & Supplier Information. Payments to DBEs reported on H-3 are subject to the following requirements.

#### **DETERMINATION OF DBE PARTICIPATION**

A firm must be an eligible DBE and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible DBE, the total amount paid to the DBE for work performed with his/her own forces must be reported as race-neutral DBE participation. When a DBE subcontracts part of the work of its contract to another firm, the value of the subcontracted work should not be reported unless subcontractor is itself a DBE.

A DBE subprovider may subcontract no more than 70% of a federal aid contract. The DBE subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the DBE; and equipment owned or rented directly by the DBE. DBE subproviders must perform a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibility by actually performing, managing, and supervising the work involved. To perform commercially useful function, the DBE must be responsible, with respect to material and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. When a DBE is presumed not be performing a commercially useful function, the DBE may present evidence to rebut this presumption.

A provider must report a portion of the total value of the contract amount paid to a DBE joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the DBE.

Proof of payment, such as copies of canceled checks, properly identifying the DOT's contract number or project number may be required to substantiate the payment, as deemed necessary by DOT.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

Failure to carry out the requirements set forth above shall constitute a material breach of this contract and, may result in termination of the contract by DOT or other such remedy as DOT deems appropriate.

#### **IV. TITLE CIVIL RIGHTS**

During the performance of this contract, the consultant, for itself, its assignees and successors in interest, agrees as follows:

**A. Compliance with Regulations.** The consultant shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "DOT") Title 49, Part 21, and title 23, Code of Federal Regulations, Part 710.405 (b) as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of these assurances.

**B. Nondiscrimination.** The consultant, with regard to work performed by it during the contract, shall not discriminate on the grounds of race, religion, color, sex, age, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**C. Solicitation of Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiations made by the consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, sex, age, disability, or national origin.

**D. Information and Reports.** The consultant shall provide all information and reports required by the Regulations or directive issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City, the State of Texas (hereinafter referred to as the State), or DOT to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the City, State or DOT, as appropriate, and shall set forth what efforts it has made to obtain the information.

**E. Sanctions for Noncompliance.** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the City shall impose such contract sanctions as it, the State or DOT may determine as appropriate, including, but not limited to:

1. Withholding of payments to the consultant under the contract until the consultant complies, and/or,
2. Cancellation, termination or suspension of the contract in whole or in part.

**F. Incorporation of Provisions.** The consultant shall include all the provisions of this section in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The consultant shall take such action with respect to any subcontract or procurement as the City, State or DOT may direct as a means of enforcing such provision including sanctions for noncompliance; provided, however, that in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the City to enter into such litigation to protect the interest of the City, and in addition, the consultant may request the services of the Attorney General in such litigation to protect the interests of the United States.

## **V. INTERESTS OF MEMBERS OF, OR DELEGATES TO, CONGRESS**

In accordance with 18 U.S.C. Sec. 431, no member of, or delegates to, the Congress of the United States shall be permitted to a share or part of this contract or to any benefit arising there from.

## **VI. PROHIBITED INTERESTS**

No employee, officer, or agent of the grantee shall participate in selection, or in the award or administration of a contract if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- a. The employee, officer or agent;
- b. Any member of his/her immediate family;
- c. His/her partner; or
- d. An organization which employs, or is about to employ has financial or other interest in the firm selected for award.

The grantee's officer, employees or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from consultants, potential consultants, or parties of subagreements.

## **VII. DEBARRED BIDDERS**

The consultant, including any of its officers or holder of a controlling interest, is obligated to inform the City whether or not it is or has been on any debarred bidders' list maintained by the United States Government. Should the consultant be included on such a list during the performance of this project, shall so inform the City.

(1) The PROVIDER certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a state or federal transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- c. Are not presently indicted for or otherwise criminally or civilly charged by a state or federal governmental entity with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this application/proposal had one or more state or federal transactions terminated for cause or default.
- e. Have not been disciplined or issued a formal reprimand by any State agency for professional accreditation within the past three years.

(2) Where the PROVIDER is unable to certify to any of the statements in this certification such PROVIDER shall attach an explanation to this certification.

### **VIII. CONSERVATION**

Contractor shall recognize the mandatory standards and policies relating to energy efficiency which are contained in the State of Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. Section 6321 et seq).

### **IX. PROGRAM FRAUD AND CIVIL REMEDIES**

This contract is subject to Title 49 of Part 31 of the Regulations.

### **X. DRUG-FREE WORKPLACE ACT**

The contractor certifies that in complies with the Drug-Free Workplace Act requirements through signing the attached certification, which is incorporated by reference hereto as Exhibit "A.1".

### **XI. INSURANCE**

The Contractor shall provide continuous enforcement of adequate insurance issued by companies authorize to conduct business in the State of Texas covering all employees of the contractor. The contractor shall keep in full force and effect during the term of this contract insurance in the following types and amounts:

TYPE	AMOUNT
General Liability:	\$1,000,000
Bodily Injury	(combined single limit)
Property Damage	
Auto Liability	\$ 500,000
Workers Compensation	\$ 100,000/per occurrence
Professional Liability	\$1,000,000

All insurance policies shall be subject to the examination and approval of the City for their adequacy as to form, content, form of protection, and insurance company. The contractor shall furnish to the City Manager, for the city files, certificates or copies of the policies, plainly and clearly evidencing such insurance, with exclusion, exception, or limitations prior to the execution of this contract by all parties. The consultant will be able to provide the Texas Department of Transportation (TxDOT) Insurance Certificate, Form 20.102.

### **XII. RESTRICTION ON LOBBYING**

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

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

The undersigned shall require that the language of this certification be included in the award documents for all documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and discloses accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into.

### **XIII. CHILD SUPPORT STATEMENT**

Section 231.006 (a), Family Code, specifies that a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under a contract to provide property, materials or services; or receive at state-funded grant or loan.

A child support obligor or business entity ineligible to receive payments described above remains ineligible until all arrearage have been paid; or the obligor is in compliance with written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from subsection (a) as part of a court-supervised effort to improve earnings and child support payments.

Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A or D of Title IV of the federal Social Security Act (42 U.S.C. Sections 601 et seq. and 651 et seq.)

The Contractor certifies that in complies with the section 231.006, Family Code requirements through signing the attached certification, which is incorporated by reference hereto as Exhibit "A.2".

### **XIV. INDEMNIFICATION**

Contractor shall indemnify, hold harmless and defend City, its officers, and employees, from and against all liability any and all claims, liens, suits, demands, and/or actions for damages, injuries to persons (including death), property damage (including loss of use), and expenses including court costs and attorney's fees and other reasonable costs arising out of or resulting from the intentional acts or negligence of the Contractor, its officers, agents, or employees. Where any claim, liability, or damage is the result of the joint negligence or willful misconduct of the City and

Contractor, Contractor's duty of indemnification shall be in proportion to its allowable share of joint negligence or willful misconduct.

**XV. AUDIT**

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funding directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

**XVI. REIMBURSEMENT OF ELIGIBLE COSTS**

To be eligible for reimbursement, the Engineer's cost must comply with cost principles set forth at 48 CFR, Part 31, Federal Acquisition Regulations (FAR 31).

**XVII. INSPECTION OF WORK**

- A. Review of Rights. The State and the U.S. Department of Transportation (DOT), when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.
  
- B. Reasonable Access. If any review or evaluation is made on the premises of the Engineer or a subprovider, the Engineer shall provide and require its subproviders to provide all reasonable facilities and assistance for the safety and convenience of the state or federal representation in the performance of their duties.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

ATTEST:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Typed Name

## EXHIBIT B DRUG-FREE WORKPLACE CERTIFICATION

1. The CONTRACTOR certifies that it will provide a drug-free workplace by:
  - (a) Publishing a statement notifying employees that unlawfully manufacturing, distributing, dispensing, possessing or using a controlled substance in the Contractor's workplace is prohibited and specifying the action that will be taken against employee for violation of such prohibition.
  - (b) Establishing a drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace;
    - (2) The Contractor's policy of maintaining a drug-free workplace;
    - (3) Any drug counseling, rehabilitation, and employee assistance programs that are available; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - (c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a).
  - (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the contract the employee will:
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such a conviction.
  - (e) Notify the City of Seguin within ten (10) days after receiving notice under subparagraph (d)(2), from an employee or otherwise receiving actual notice of such conviction.
  - (f) Taking one of the following action, within thirty (30) days of receiving notice under subparagraph (d)(2), with respect to any employee so convicted:
    - (1) Taking appropriate personnel action against such an employee, up to and including termination; or.
    - (2) Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by Federal, State or local health, law enforcement, or other appropriate agency.
  - (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

2. The Contractor's headquarters is located at the following address. The addresses of all other workplaces maintained by the Contractor are provided on an accompanying list.

Name of Contractor: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State: \_\_\_\_\_

Zip Code: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

**EXHIBIT C  
CHILD SUPPORT STATEMENT**

Under section 231.006, Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate.

List below the names and social security number of the individual or sole proprietor and each partner, shareholder or owner with an ownership of interest of at least 25% of the business entity submitted the bid or application.

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Except as provided by Section 231.302(d), Family Code, a social security number is confidential and may be disclosed only for the purposes of responding to a request for information from an agency operating under the provisions of Parts A or D of Title IV of the federal Social Security Act (42 U.S.C. Sections 601 et seq and 651 et seq)

**EXHIBIT D  
PROGRESS ASSESSMENT FORM**

**Monitoring System for Federally Funded Contracts**

Progress Assessment Report for the month of (Mo./Yr.) \_\_\_\_\_ / \_\_\_\_\_

Contract #: \_\_\_\_\_ Original Contract Amount: \_\_\_\_\_

Date of Execution: \_\_\_\_\_ Approved Supplemental Agreements: \_\_\_\_\_

Prime Provider: \_\_\_\_\_ Total Contract Amount: \_\_\_\_\_

Work Authorization No. \_\_\_\_\_ Work Authorization Amount: \_\_\_\_\_

**If no subproviders are used on this contract, please indicate by placing "N/A" on the 1<sup>st</sup> line under Subproviders.**

DBE	All Subproviders (SP)	Category of Work	Total SP Amount	% Total of Contract Amount	Amount Paid this Period	Amount Paid to Date	Subcontract Remaining Balance

Fill out Progress Assessment Report with each estimate/invoice submitted, for all subcontracts, and forward one (1) copy with Invoice to:

**Jack Jones, CPRP  
Director of Parks and Recreation  
City of Seguin  
P.O. Box 591  
Seguin, Texas 78156-0591**

I hereby certify that the above is a true and correct statement of the amounts paid to the firms listed above.

\_\_\_\_\_  
Print Name  
Company Official  
DBE Liaison Officer Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email

Phone

Fax

## EXHIBIT E Federal Subprovider and Supplier Information

The Provider shall indicate below the name, address and phone number of all successful and unsuccessful subproviders and/or suppliers that provided proposals/quotes for this contract prior to execution. You may reproduce this form if additional space is needed.

Name	Address	Phone Number

The information must be provided and returned with the contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone #

**ATTACHMENT C - SIDEWALKS**  
(Sidewalks within Park West and along North Vaughan and San Antonio Avenues)