



REQUEST FOR QUALIFICATIONS (RFQ)

Professional Services for Engineering and Capital Projects Staff Augmentation

RFQ-09-43-222-ET-013

Issued: September 6, 2022

Due Date: October 7, 2022

Respondents must submit one (1) bound original and an USB drive with a PDF of their Statements of Qualification (SOQ) in a sealed envelope on or before 2:00 PM (CST) Friday, October 7, 2022.

All responses to this Request for Qualifications as well as any questions, clarifications, or requests for general information are to be directed to:

Randall Lueders, P.E., PMP
Director of Engineering and Capital Projects
City of Cedar Park
450 Cypress Creek Road, Building 1
Cedar Park, Texas 78613

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SECTION 1 - INTRODUCTION

The City of Cedar Park is seeking Statements of Qualifications (SOQs) for Professional Services from qualified firms to provide the services described in this Request for Qualifications (RFQ) for providing engineering and project management staff augmentation services for two (2) categories of service:

- 1) Services typically provided by a Senior Engineer in the City's Engineering and Capital Projects department related to: general engineering support for transportation and drainage issues, development services including reviewing commercial and residential development plats, construction plans, permits and reports for compliance with City Codes and Ordinances, traffic impact analysis (TIA) reviews, drainage studies reviews, and other Engineering Department duties described herein.
- 2) Services typically provided by a Senior Project Manager in the City's Engineering and Capital Projects department related to project management activities for planning, design and construction of various types of municipal projects such as building facilities, stormwater facilities, parks, roads, trails, remodels and renovations and other project management duties described herein.

Respondents to this RFQ must indicate which for category of service they are submitting a SOQ and may apply for both but must clearly indicate in Section 4 and throughout the SOQ as applicable, which category each response applies to.

The City may select one firm for both categories or a different firm for each.

Consultant staff providing services for the Senior Engineer and/or Senior Project Manager categories may be required to office at the City's City Hall complex (450 Cypress Creek Road, Cedar Park), remote from one of the firm's offices, or possibly a combination of both. This will be decided at the agreement negotiation stage following the qualifications-based selection process.

Consultant staff for the Senior Engineer category will work under the direction of the Engineering Services Manager or designee, and consultant staff for the Senior Project Manager will work under the direction of the Capital Projects Manager to provide the staff augmentation services as required.

If the City enters into a professional services agreement(s) as a result of this RFQ, the City anticipates the initial term of the agreement will be for one (1) year with options built into the agreement for possible extensions.

SECTION 2 – SCOPE OF WORK AND OTHER RFQ REQUIREMENTS

Respondents should provide an SOQ which clearly demonstrates ability to provide staffing for each chosen category which can accomplish the job responsibilities and meet the minimum qualifications, experience and skill requirements listed for each category below:

1. SENIOR ENGINEER

JOB SUMMARY

Under the general supervision of the Engineering Services Manager, the Staff Augmented Senior Engineer performs high-level engineering-related duties in the City's Engineering and Capital Projects Department including but not limited to serving on the City's Development Services committee, reviewing and processing commercial and residential development plats, construction plans and permits for compliance with the City Code of Ordinances including Traffic Impact Analyses (TIA), right-of-way construction permitting, FEMA and floodplain development permitting, drainage and transportation study review, network node permitting, customer inquiries related to development, drainage and transportation matters and regularly interacting with a wide variety of engineers, developers, contractors, construction inspectors, property owners and citizens.

ESSENTIAL JOB RESPONSIBILITIES:

- Reviews commercial subdivision plats, site development plans, residential subdivision plats and construction plans for compliance with City Code of Ordinances;
- Serves on the Development Services Committee, to discuss projects currently in the review cycle, and makes decisions on development-related questions and concerns;
- Attends weekly pre-development meetings with City staff, developers, investors, engineers and/or property owners to discuss proposed projects, provide preliminary compliance information regarding City guidelines, requirements, and procedures prior to project submittal based on what is discussed, and prepares meeting comments to be compiled into a letter to be sent to the meeting attendees;
- Corresponds with developers and their engineers regarding proposed projects and/or projects under development;
- Reviews the City's right-of-way construction permit applications, including network nodes for 5G service, for compliance with City Code of Ordinances;
- Works directly with developers and the City's Legal Department to process roadway easements, sidewalk easements, access easements, sight line easements, ROW deeds, drainage easements and other easements as required, and ensures they are recorded with the appropriate County Clerk;
- Reviews drainage and transportation engineering studies for compliance with the City's Ordinances and design criteria manuals;
- Prepares written technical comment letters for reviews of development applications using MyGovernmentOnline software;

- Performs reviews of Traffic Impact Analyses (TIA), provides comments and makes recommendations on the proposed project scope and mitigation including coordination of third-party TIA review teams;
- Assesses and collects fees for developer-required improvements per an approved TIA and in accordance with the City's Fee Schedule;
- Collects fiscal surety to guarantee construction of developer-required public improvements;
- Develops and advertises Requests for Quotes (RFQs) for 3rd Party Construction Observation Services, reviews submittals, and recommends the selection of a firm to conduct observation services for developer-related improvements to the City's roadway network;
- Performs review of Drainage Analysis reports and models for detention and stormwater drainage facilities. Provides comments and attends meetings with submitting drainage and engineering consultants to discuss comments as necessary;
- Assists with the coordination and performance of flood plain administration duties in accordance with FEMA regulations and local ordinances, which includes the review of FEMA CLOMRs and LOMRs and floodplain development permits. Provides comments and attends meetings with submitting drainage and engineering consultants to discuss comments as necessary;
- Responds to customer inquiries related to development, drainage and transportation matters such as driveways, sidewalks, speeding, speed limits, road signing and striping issues in person, over the telephone and via email, performs or selects a firm to perform the traffic counts and speed studies necessary to address these inquiries;
- Prepares and presents projects to City Council and various boards and commissions as required by City Management;
- Conducts periodic field inspections and assesses construction progress and compliance with codes, plans and specifications, develops solutions for problems and questions, and coordinates with contractors to implement plans;
- Provides engineering support to the City's construction inspectors, City staff, and citizens on various engineering and public works related issues;
- Establishes and maintains effective relations, offers assistance and support to co-workers, works cooperatively in group situations and works actively to resolve conflicts;
- Manages difficult or emotional customer situations, responds promptly to customer needs, responds to requests for service and assistance, meets commitments;
- Writes clearly and informatively, edits work for spelling and grammar, varies writing style to meet needs, and presents numerical data effectively;
- Creates Service Agreements for various professional and vendor services, such as TIA reviews, traffic data collections, 3rd party construction observation, and other services, through Laserfiche software as necessary;
- Performs such other related duties as may be assigned.

MINIMUM QUALIFICATIONS, EXPERIENCE AND SKILLS:

Bachelor's Degree in Civil Engineering, or related field, plus at least five (5) years of experience working in transportation, drainage, and/or land development for a municipality or consulting engineer, or any equivalent combination of education, experience and training which provides the required knowledge, skills, and abilities.

Certifications and Licenses:

Valid Texas Driver's License, with acceptable driving record, Licensed in the State of Texas as a Professional Engineer (PE), preferred.

Knowledge, Skills and Abilities:

Knowledge of: Municipal development codes and ordinances, drainage and transportation design criteria manuals, and constructions standards as they apply to commercial and residential development construction plan reviews; Traffic Impact Analysis (TIA) preparation and review; Drainage Analysis preparation and review; FEMA CLOMR/LOMR preparation and review; federal, state and local codes and ordinances related to transportation and drainage review..

Skill/Ability to read and interpret technical information from engineering construction plans and subdivision plats; prepare written technical correspondence; manage multiple projects; operate computers using standard word processing and spreadsheet software, including personal computers using design software, MS Word, Excel, AutoCAD, or Microstation; establish and maintain effective working relationships with internal and external customers; demonstrate proficiency in both oral and written communication; gather, compile, analyze, and evaluate a variety of data and make sound decisions regarding that data as it applies to providing services.

2. SENIOR PROJECT MANAGER

JOB SUMMARY

Under the general supervision of the Capital Projects Manager, the Senior Project Manager is responsible for project management activities for planning, design and construction of various types of municipal projects such as building facilities, stormwater facilities, parks, roads, trails, remodels and renovations including managing project budgets, schedules, and regularly interacting with a wide variety of individuals, companies and organizations associated with these projects.

ESSENTIAL JOB RESPONSIBILITIES:

- Plans complex architectural, engineering, and construction work related to building facilities construction, remodel and renovation, stormwater infrastructure, roads, parks and trails by reviewing the scope of the project and its needs with City Management and applicable departments;
- Develops Capital Improvement Project (CIP) cost estimates and budgets for each project in coordination with various internal City departments and processes;

- Prepares consultant solicitation documents such as Requests for Qualifications (RFQs) and Requests for Proposals (RFPs) for planning, design, and construction of each project in accordance with internal Purchasing Policy and with State statutes;
- Assembles review committees and leads the grading and ranking of the solicitation responses;
- Prepares memos and resolutions and presents to City Council to authorize the selection, and negotiates with highest ranking consultant;
- Leads process for developing consultants' scope of work, negotiates fee and prepares an agreement using the City's standard form;
- Participates, monitors, oversees and reports on the various phases of planning and design including creation of construction plans and specifications packages by architects, engineers and other consultants (i.e. design phase);
- Evaluates and considers alternative construction methods for use in design and construction of projects;
- Manages the bidding process with contractors, evaluates bids and designs, and prepares project awards for contractors;
- Participates, monitors, oversees and reports on the various phases of construction including management and communication between the design team, construction team, third party inspectors, construction materials testing team, internal departmental representatives, City Management, and any other parties necessary to successfully complete the project;
- Develops solutions to problems that arise during construction and coordinates with parties necessary to address the problem/concern;
- Evaluates contractor change proposal requests, processes change orders and purchase orders and processes invoices and pay applications for projects;
- Maintains a real-time project budget by tracking project expenses and funding sources;
- Reviews project closeout submittals and ensures the process is completed in accordance with City standards and the contract documents;
- Coordinates any warranty claims with the construction team after completion of the project;
- Prepares and presents projects to City Council and various boards and commissions;
- Plans, conducts, attends, and participates in public meetings associated assigned projects;
- Assists with the preparation of the City's long-range Capital Improvement Project (CIP) budget;
- Attends meetings regularly with various City departments to discuss special project needs, coordinating activities to implement projects and monitor the progress of each;
- Assists the Facility Maintenance Department by researching existing building construction details and supporting necessary repairs, renovations, or maintenance of existing City facilities;
- Establishes and maintains effective relations, offers assistance and support to co-workers, works cooperatively in group situations and works actively to resolve conflicts;

- Manages difficult or emotional customer situations, responds promptly to customer needs, responds to requests for service and assistance, meets commitments;
- Writes clearly and informatively, edits work for spelling and grammar, varies writing style to meet needs, presents numerical data effectively;
- Performs other related duties as may be assigned.

MINIMUM QUALIFICATIONS, EXPERIENCE AND SKILLS:

A Bachelor's Degree in Construction Management, Architecture, Engineering or related field is required plus at least five (5) years of progressively responsible experience in management of facility, park, stormwater infrastructure, roadway and/or maintenance of building projects; or any equivalent combination of experience and training which provides the required knowledge, skills, and abilities.

Certifications and Licenses:

Valid Texas Driver's License, with acceptable driving record. Professional Architect (AIA), Professional Engineer (PE), Project Management Professional (PMP), or combination thereof preferred.

Knowledge, Skills and Abilities:

Knowledge of: State of Texas statutory procurement requirements for local governments related to professional services and construction; project management skills including communication, negotiation, scheduling, time management, and problem solving; alternative project delivery methods such as competitive sealed proposals (CSP) and construction manager at risk (CMAR); project cost estimating; project budgeting; municipal capital improvement project planning, design and construction, and general municipal operations. City of Cedar Park development codes and ordinances; construction standards; and right-of-way acquisition practices.

Skill/Ability: to read and interpret technical information from engineering/architectural construction plans; prepare project budgets, schedules and written technical correspondence; manage multiple projects; operate computers using standard word processing and spreadsheet software; establish and maintain effective working relationships with local, state and federal government officials and the general public; demonstrate proficiency in both oral and written communication; and gather, compile, analyze, and evaluate a variety of data to make sound decisions.

SECTION 3 - SELECTION PROCESS

A selection committee comprised of City staff will analyze, evaluate, and rank the SOQs based on the selection criteria and requirements established in Section 4 of this RFQ. At the City's discretion, the highest ranked firm(s) may be interviewed to determine the most qualified Respondent(s) for the project.

Following the selection committee's evaluation and ranking of the SOQs, the firm or firms with the highest rankings for each category of services will be selected on the basis of demonstrated competence and qualifications in accordance with Texas Government Code 2254 for Professional and Consulting Services. Following the selection, City staff will attempt to negotiate an agreement(s) with the selected firm(s) including scope of work and fee structure at a fair and reasonable price. If a satisfactory agreement(s) cannot be negotiated with the highest ranked firm(s), the City shall formally end negotiations with the highest ranked firm(s), select the next most highly qualified firm(s) and attempt to negotiate an agreement at a fair and reasonable price. Once mutually acceptable agreement(s) have been negotiated, the agreement(s) will be placed on a City Council agenda for consideration of approval.

By submitting its Statement of Qualifications in response to this RFQ, Respondent accepts the evaluation process as outlined in this RFQ, acknowledges, and accepts that determination of the "most qualified" firm may require subjective judgments by the City.

SECTION 4 – REQUIREMENTS AND SELECTION CRITERIA FOR SOQS

Interested and qualified teams are required to submit one (1) bound original and an USB drive with a PDF version of their SOQs. SOQs are limited to **30 letter size pages (front side only) of content** with minimum font size of 10 and portrait orientation. Table of Contents, cover pages, divider pages, and required forms will not count towards the page limit. A cover letter does count towards the page limit. Respondents submitting on both categories of services will be allowed to increase their SOQ from 30 to 40 pages.

Qualifications should provide a straightforward, concise description of the Respondent's ability to meet the requirements of this RFQ. Emphasis shall be on quality, completeness, clarity of content, responsiveness to the requirements, and understanding of City's needs. Below is a description of the evaluation criteria and weighting that will be used to score the SOQ's. Please note that additional consideration may be given to other requirements discussed in this RFQ as part of this scoring process.

Item 1: Submission Administrative Requirements (10% of Total Score):

- a. Submission requirements detailed in this RFQ met
 - RFQ instructions and format
 - Page limit
 - Submission of requested forms

Item 2 - Firm Qualifications and Availability (10% of Total Score):

- a. Provide the following information:
 - Legal name of firm
 - Location of Office that will be providing the services
 - Contact Persons including phone number and email address.
 - Date of firm formation
 - Legal business description (Individual, Partnership, Corporation, Joint Venture, etc.)
 - Overview and brief history of the firm and firms experience including applicable experience providing staff augmentation services.
- b. Provide a statement of interest for the project including a narrative describing the firm's specific expertise and unique qualifications as they pertain to providing staff augmentation services describe in this RFQ.

Item 3 – Qualifications and Experience of Proposed Staff (50% of Total Score):

- a. Organizational chart for personnel who will be involved in the provision of these staff augmented services.
- b. Names and roles of personnel providing the services and their office locations.
- c. Include resumes for staff available to provide the staff augmentation services and internal staff who will be involved in oversight of the staff providing the services, including their office locations and certifications. Resumes and other project experience descriptions should demonstrate current and previous experience in

providing similar scope staff augmentation services as described in this RFQ. Note any staff with similar project experience gained at previous/other firms.

- d. Provide percentage of staff time available to perform services.
- e. Provide verifiable examples of at least three (3) similar staff augmentation projects on-going or completed in the last five (5) years by the staff proposed in this SOQ including.
 - Description of staff augmented services provided
 - Firm name if different than Respondent
 - Date of completion or project status
 - Client name, location and contact person

Item 4 - Project Approach Plan (30% of Total Score):

- a. Explain how the firm will determine the resources needed to complete this task upon assignment by the City.
- b. Describe any potential issues when receiving an assignment and the firm's approach to address those issues.
- c. Describe how the firm proposes to provide staff meeting the qualifications of this RFQ under the following scenarios:
 - 1. In-house (City Hall) staff augmentation
 - 2. Remote (firm's office)
 - 3. Combination of the scenarios noted above
- d. Identify the firm's project specific leadership, reporting responsibilities, and how/who will interface with the City.

SECTION 5 – IMPROPER COMMUNICATION AND CONTACTS

The following rules of contact shall apply during the procurement, which began upon the date of issuance of this RFQ and will be completed with the execution of an Agreement. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), or formal written communication.

The specific rules of contact are as follows:

1. After issuance of the RFQ, no Respondent or any of its team members may communicate with another Respondent or its team members with regard to either the RFQ or the team's SOQ, except that subcontractors that are shared between two or more Respondent teams may communicate with their respective team members so long as those Respondents establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Respondents' organizations is allowed during the City sponsored informational meetings).
2. Respondents shall correspond with the City regarding the RFQ and RFP only through the City's and Respondent's designated representatives (which for the City shall be the designated representative identified in Section 9 of this RFQ).
3. Commencing with the issuance of this RFQ and continuing until the earliest of
 - a. Award and execution of an Agreement,
 - b. Rejection of all Proposals by the City, and
 - c. Cancellation of the procurement,no Respondent or representative thereof shall have any ex parte communications regarding the RFQ with any person or firm listed in Section 6, except for communications expressly permitted by the RFQ. Any Respondent engaging in such prohibited communications may be disqualified at the sole discretion of the City.
4. Throughout the RFQ and Presentation/Interview process, the Respondents shall not contact any City officer or City employee, including those listed in Section 6, , including employees, representatives and members of the stakeholders, regarding the project:
Notwithstanding the foregoing, pursuant to Section 9, Respondents may contact Chris Brickey – City of Cedar Park for questions related to this RFQ.
5. Any communications determined to be improper, at the sole discretion of the City, may result in disqualification.
6. Any official information regarding the Project will be disseminated from the City on letterhead and will be in writing and signed by the City's authorized representative or designee.
7. The City will not be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified herein.

SECTION 6 - CONFLICTS OF INTEREST

The Texas Ethics Commission adopted the attached Conflict of Interest Questionnaire (Form CIQ) pursuant to Texas Local Government Code Chapter 176, as amended. For questions about these forms, please see the Texas Ethics Commission at:

<https://www.ethics.state.tx.us/forms/CIQ.pdf>

Proposer shall answer each question in the attached Form CIQ (Appendix E) in relation to the following individuals and submit a completed form with its SOQ:

Local Government Officer	Title	Local Government Officer	Title
Jim Penniman-Morin	Mayor	Jim Honn	Information Services Director
Stephen Thomas	Councilmember	Ben White	Economic Development Director
Mel Kirkland	Councilmember	Randall Malik	Assistant Economic Development Director
Ann Duffy	Councilmember	Christina Cummings	Human Resources Director
Eric Boyce	Councilmember	Randall Lueders	Director of Engineering and Capital Projects
Kevin Harris	Mayor Pro Tem	Amy Link	Development Services Director
Heather Jefts	Councilmember	Andreina Davila-Quintero	Assistant Development Services Director
Brenda Eivens	City Manager	James Mallinger	Fire Chief
Sam Roberts	Assistant City Manager	Kent Meredith	Finance Director
Katherine Caffrey	Assistant City Manager	Eric Rauschuber	Director Public Works and Utilities
Chris Copple	Assistant City Manager	Kenneth Wheeler	Assistant Director of Utilities
		Stephen Hanuscin	Assistant Public Works Director
J.P. LeCompte	City Attorney	Fran Irwin	Community Affairs Director
Jill Hoffman	Assistant City Attorney	Julia Mitschke	Library Director
Lauren Marfin	Assistant City Attorney	April Christiansen	Court Administrator
Mike Harmon	Police Chief	Curt Randa	Director of Parks & Recreation
Bryan Wukasch	Assistant Police Chief	Mike DeVito	Assistant Director of Parks & Recreation

POTENTIAL SELECTION COMMITTEE MEMBERS NOT LISTED ABOVE INCLUDE:

1. Emily Truman – Engineering Services Manager – City of Cedar Park
2. Chris Brickey – Capital Projects Manager – City of Cedar Park
3. Marisa McKnight – Senior Project Manager - City of Cedar Park
4. Tom Gdala – Senior Engineering Associate - City of Cedar Park

SECTION 7 - DISCLOSURE OF INTERESTED PARTIES

Prior to entering into a contract that is over one million dollars in value, the Proposer must submit a "Certificate of Interested Parties" Form online at <https://www.ethics.state.tx.us/filinginfo/1295/>, in accordance with Texas Government Code Section 2252.908, as amended. Within 30 days of receipt of the form, the City must submit a copy to the Texas Ethics Commission. A sample of the Certificate of Interested Parties form is attached in Appendix F.

SECTION 8 – REVOLVING DOOR POLICY

Please note the below Cedar Park Code of Ordinances, Article 7.02, prohibiting former elected officials and certain employees from participating on contracts with the City within two (2) years after leaving office or employment, and in the event of a violation, providing for disqualification of a statement of qualifications.

ARTICLE 7.02 REVOLVING DOOR POLICY

Sec. 7.02.001 Definitions

Close relative. A person related to the former official in the first degree by consanguinity or affinity, as determined under chapter 573 of the Government Code.

Former official. A former Mayor, Councilmember, City Manager, City Attorney, or Department Director, or anyone acting on behalf of such persons, including any entity recognized by law, such as a sole proprietorship, partnership, firm, corporation, holding company, joint stock company, receivership, or trust, that the person or the person's close relative owns or controls, directly or indirectly, or for which the person or the person's close relative serves as an officer, director, principal, manager, employee, or agent.

Sec. 7.02.002 Prohibitions

- (a) For a period of two (2) years after leaving office or employment, a former official:
- (1) Shall not solicit, propose, lobby on, or participate in a contract with the City, or enter into a contract with the City for the sale to the City of any goods or services other than real estate;
 - (2) Shall not sell or lease any real estate to the City unless the City Council has designated the property for acquisition and would otherwise have to acquire the property through its power of eminent domain;
 - (3) Shall not appear before or communicate with any City official or employee with intent to influence any decision, determination, or approval on behalf of any person or entity in connection with any matter on which the person or entity seeks official action; and
 - (4) Shall not hold any compensated office or employment position with the City.
- (b) No former official shall ever represent a person or receive compensation for services rendered on behalf of any person regarding any particular matter in which they participated while serving the City, either through personal involvement or because the matter was within their official scope of authority or responsibility.
- (c) No former official shall ever use any confidential information to which he has had access by virtue of his official capacity and which has not been made public concerning the property, operations, policies, or affairs of the City, to advance any personal financial interest in violation of [Texas Penal Code, section 39.06](#), and/or City Charter, [section 11.09\(a\)](#), as amended.

Sec. 7.02.003 Exception for engagement of staff consultants

This Article shall not prohibit the City's engagement of a former City Manager, City Attorney, or Department Director as a consultant due to their unique knowledge, experience, skills, and/or familiarity with matters of City business, as continuation of the same or substantially similar service for which they were previously employed by the City, within the two (2) year period after leaving employment for a term of not more than six (6) months, subject to approval via majority vote of the City Council.

Sec. 7.02.004 Violation; penalty

(a) Any bid, proposal, contract offer, or lease offer submitted in violation of this Article shall be disqualified, and any contract or decision, determination, or approval procured in violation of this Article shall be voidable via majority vote of the City Council.

(b) A violation of this Article shall be enforceable as a class C misdemeanor, and upon conviction shall be subject to a fine not to exceed five hundred dollars (\$500.00) in accordance with the Cedar Park Code of Ordinances, [section 1.01.009](#), general penalty for violations of code, and shall restart the two-year period under [section 7.02.002](#) from the date of the violation.

(c) The foregoing provisions are cumulative, and not exclusive, of State law, the City Charter, and any other provision of the Cedar Park Code of Ordinances.

(Ordinance CO53-18-09-27-E3 adopted 9/27/18)

SECTION 9 - DUE DATE AND CONTACT

All responses to this Request for Qualifications as well as any questions, clarifications, or requests for general information are to be directed to:

Randall Lueders, P.E., PMP
Director of Engineering and Capital Projects
City of Cedar Park
450 Cypress Creek Road, Building 1
Cedar Park, Texas 78613

E-mail: Randall.Lueders@Cedarparktxas.gov Telephone: (512) 401-5354

Any questions, clarifications or requests for general information must be submitted before 5:00 PM CST, Wednesday, September 28, 2022.

A pre-proposal meeting will NOT be held.

Statements of Qualifications are to be delivered on or before 2:00 PM (CST) Friday, October 7, 2022.

One (1) bound original and an USB drive with a PDF of the Statement of Qualifications are required.

PERSONS OR FIRMS PRACTICING ARCHITECTURAL AND / OR ENGINEERING SERVICES IN THE STATE OF TEXAS MUST POSSESS PROPER REGISTRATION IN ACCORDANCE WITH TEXAS LAWS.

The City of Cedar Park will not provide compensation or defray any costs incurred by any firm related to the response to this request. The City of Cedar Park reserves the right to negotiate with any and all persons or firms. The City of Cedar Park also reserves the right to reject any or all SOQ(s), or to accept any SOQ deemed most advantageous, or to waive any irregularities or informalities in the SOQ received, and to revise the process schedule as circumstances arise.

Appendix A - Sample Professional Services Agreement

AGREEMENT FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES

This Agreement is entered into between the **City of Cedar Park, Texas** (the “Owner”) and _____ (the “Consultant”), acting by and through their duly authorized representatives, to be effective on the date this Agreement is fully executed.

WHEREAS, the Owner desires to employ the Consultant to provide certain professional engineering consulting services in connection with **City of Cedar Park Engineering Staff Augmentation Services** (the “Project”);

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and undertakings herein set forth, the parties hereby agree as follows:

1. Contractual Relationship

1.1 The Owner agrees to employ the Consultant, and the Consultant agrees to perform, as an independent contractor, certain professional engineering consulting services as specified herein in connection with the Project (the “Services”), and for having rendered such Services, the Owner shall pay to the Consultant compensation as stated in the sections to follow.

1.2 The relationship of the Owner and the Consultant under this Agreement and otherwise shall be that of independent contractors. The Consultant is not, by the terms of this Agreement or otherwise, an agent, employee or representative of the Owner. Any direction or instruction by the Owner or any of its authorized representatives in respect to the Services provided by Consultant shall relate to the results the Owner desires to obtain from the Services, and Consultant shall be solely responsible for determining how the work shall be performed.

1.3 The Consultant agrees to satisfy all claims for labor, material and equipment employed or used in anyway in connection with the Services, and not to permit any liens to be fixed upon or against the property of the Owner by its laborers, mechanics, materialmen, suppliers or subconsultants and agrees to indemnify, protect and save the Owner harmless from and against all such claims and liens.

2. The Consultant’s Obligations

2.1 The Consultant shall provide to the Owner the Services and incidental materials specified in Exhibit A, Scope of Services, Schedule, and Compensation, attached hereto and made a part hereof.

2.2 By its execution of this Agreement below, the Owner hereby authorizes the Consultant to proceed with the performance of the Services pursuant to the terms of this Agreement. All Services shall be performed with due diligence and in accordance with the standard of care required by this Agreement. The standard of care for Consultant will be the professional care and skill ordinarily used by a prudent, professional engineering consultant practicing under similar conditions at the same time and in the same locality.

2.3 The Consultant agrees that it is experienced and fully qualified to perform the Services contemplated by this Agreement, and that it is properly licensed pursuant to applicable law to perform such Services. All Services shall be performed with due diligence and in accordance with the standard of care required by this Agreement. The standard of care for Consultant will be the professional care and skill ordinarily used by a prudent, professional engineering consultant practicing under similar conditions at the same time and in the same locality. The Consultant shall be responsible, in accordance with that professional standard, for the completeness and accuracy of the Consultant's Services, subject to the terms of this Agreement.

2.4 The Consultant shall comply with current interpretations of all applicable laws, rules and regulations. Further, the Consultant will see to it that its documents and specifications comply with all legal requirements (including applicable codes and regulations and interpretations thereof) in effect at the time of their submittal to the Owner.

2.5 The Consultant shall perform the Services in a timely fashion so as to comply with the Owner's requirements and in accordance with the schedule as defined in Exhibit A.

2.6 The Consultant shall submit for Owner's approval a project organization chart setting out the Consultant's personnel, their responsibilities, and the percentage of time each identified personnel will dedicate to the performance of the Services, together with an identification of any consultants or outside firms which the Consultant proposes to use in connection with the performance of the Services. The Consultant shall at all times utilize the personnel identified in the project organization chart at the dedicated percentages of time and not substitute staff or adjust allocations of time dedicated by the personnel identified in the project organization chart without the prior written consent of Owner. If at any time after entering into this Agreement, the Owner has any reasonable objection to any such person or entity, the Consultant shall promptly propose substitutes to whom the Owner has no reasonable objection, and the Consultant's compensation shall be equitably adjusted to reflect any difference in the Consultant's costs occasioned by such substitution; however, no increase in the Consultant's compensation thereunder shall be allowed for any such substitution unless the Consultant has acted promptly and responsively in submitting names as required by this Section.

2.7 The Owner shall at all times have reasonable access to the files and personnel of the Consultant relating to the Project in order to answer any questions the Owner may have relating to the Consultant's performance on the Project.

2.8 Throughout the course of the Services under this Agreement, the Consultant will: (a) keep the owner informed of its services including, without limitation, submitting to the Owner upon request, at appropriate intervals, written reports monitoring the progress of the Consultant's services, (b) attend meetings as reasonably required by the Owner relative to the Consultant's services for the assessment of the Project, (c) coordinate its services hereunder with the services of any other consultants separately engaged by the Owner and (d) when requested by the Owner after reasonable notice, meet with the Owner and the other consultants engaged by the Owner regarding the Project.

3. Opinions of Probable Construction Cost

Any opinions or estimates of probable construction costs to be provided under this Agreement are to be made or reviewed on the basis of the Consultant's experience and qualifications and represent the Consultant's judgment as an experienced and qualified professional, familiar generally with the construction industry. However, since the Consultant has no control over the cost of labor, materials, equipment or services furnished by others or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Consultant cannot and does not guarantee that proposals, bids or actual final construction costs will not vary from the opinions or estimates prepared or reviewed by the Consultant. If the Owner wishes greater assurance as to probable construction cost, the Owner may choose to employ an independent cost estimator for that purpose.

4. The Owner's Responsibilities

4.1 The Owner shall provide to the Consultant all of its available criteria and requirements for the Project and all available information pertinent to the Project including previous reports. The Consultant may reasonably rely upon such information; keeping in mind, however, that the Owner does not represent, guarantee or warrant to the Consultant the accuracy or completeness of such information.

4.2 The Owner, with the assistance of the Consultant, shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform Services under this Agreement.

4.3 The Owner will examine the Consultant's studies, reports, analysis, proposals and other information submitted by the Consultant; consult with others as the Owner deems appropriate; and render timely written approvals and decisions to the Consultant.

4.4 The Owner shall give prompt written notice to the Consultant whenever the Owner becomes aware of any development that affects the scope or timing of the Consultant's Services, or of any defect or nonconformance in the Services of the Consultant.

5. Consultant's Compensation

5.1 As compensation for all of the Services, the Owner shall pay to the Consultant an amount not to exceed _____ dollars (\$_____.00), the compensation described on Exhibit A.

5.2 Invoices for Services performed and expenses incurred will be submitted to the Owner by the Consultant monthly. Invoices are due and payable on receipt. The Consultant shall submit invoices in sufficient detail for the Owner to verify the Services performed and expenses incurred. Each invoice shall constitute a representation of the Consultant to the

Owner made under this Agreement that the proportion of the Services has been fully performed in accordance with this Agreement, that the expenses have been properly incurred and that payment of the indicated amount has been earned by, and is properly due and payable to, the Consultant in accordance with this Agreement. Notwithstanding the presentation of any invoice to the Owner, the amount reflected thereon shall be due and payable to the Consultant only to the extent earned by the Consultant in accordance with the terms of this Agreement.

5.3 Payment shall be governed by Texas Government Code Chapter 2251, as amended.

5.4 If the Owner fails to make any payment due the Consultant within 30 days after receipt of the Consultant's invoice, the amounts due the Consultant will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day; and, in addition, the Consultant may, after giving 7 days' written notice to the Owner, suspend Services under this Agreement until the Consultant has been paid in full all amounts due. Payments will be credited first to interest and then to principal.

5.5 In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. The Owner will exercise reasonableness in contesting any billing or portion thereof. Notwithstanding anything contained in this Agreement to the contrary, the Owner shall not be obligated to make any payment to the Consultant if any one or more of the following conditions exist: (a) the Consultant is in default of any one or more of its obligations in this agreement or otherwise in default under this Agreement; (b) any part of such payment is attributable to services which are not performed in accordance with this Agreement; provided, however, that payment shall be made as part thereof attributable to services which were performed in accordance with this Agreement; (c) the Consultant has failed to make payments promptly to consultants or other third parties used in connection with the Services for which the Owner has made payment to the Consultant where the Consultant has no good faith reason to withhold such funds; or (d) the Owner, in its good faith judgment, determines that the portion of the compensation then remaining unpaid for a particular phase of the Services of the Consultant shall not be sufficient to complete such phase in accordance with the Agreement, no additional payments will be due the Consultant unless and until the Consultant, at its sole cost, performs a sufficient portion of the Services so that such portion of the compensation then remaining unpaid is reasonably determined by the Owner to be sufficient to so complete the Services. No partial or final payment by the Owner to the Consultant is to be treated as a waiver of any of the Owner's rights, nor is the acceptance of any partial payment or final payment by the Consultant from the Owner a waiver of any of the Consultant's rights.

5.6 The Owner may make changes to the Scope of Services to be provided by Consultant pursuant to the terms of this Agreement. If such changes affect the Consultant's cost of or time required for performance of the Services, an equitable adjustment will be made through an amendment to this Agreement.

6. Indemnification

6.1 With respect to claims brought by third parties against either the Consultant or the Owner relating to the property or facilities with respect to which this Agreement pertains, the Consultant and the Owner agree the Consultant will indemnify and hold harmless the Owner, its directors, officers, agents and employees against all claims, demands or causes of action; and all costs, administrative costs, judgments and settlements, losses, liabilities, expenses, settlements, interest and judgments incurred in connection therewith, including attorneys' fees and court costs, brought by any of the Consultant's employees or representatives, by any governmental entity or by any other third party, except to the extent of the limitations expressed in Texas Local Government Code Section 271.904, as amended.

6.2 At the Owner's discretion, Consultant will defend the Owner and its elected officials, agents and employees with attorneys acceptable to the Owner from any claims asserted against the Owner, its elected officials, agents and employees based upon any act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant or the Consultant's agent, consultant under contract, or another entity over which the Consultant exercises control or will reimburse the Owner the reasonable attorneys fees incurred by the Owner in proportion to the Consultant's liability hereunder.

6.3 The terms and provisions of this Agreement are intended to comply with the provisions of Texas Local Government Code § 271.904, as amended. If a court should determine that the terms and provisions of this Agreement do not comply with the provisions of Texas Local Government Code § 271.904, the terms and provisions of this Agreement will be reformed to comply with the requirements of Texas Local Government Code § 271.904.

7. Insurance

7.1 The Consultant shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

7.2 The Consultant shall, upon its execution of this Agreement, furnish certificates of insurance to the Owner evidencing compliance with the insurance requirements hereof. Certificates shall indicate name of the Consultant, name of insurance company, policy number, term of coverage and limits of coverage. When any required insurance, due to the attainment of a normal expiration date or renewal date, shall expire, the Consultant will supply the Owner with certificates of insurance and, if applicable, amendatory riders or endorsements that clearly evidence the continuation of all coverage in substantially the same manner, limits of protection and scope of coverage as was provided by the previous policy. The Consultant shall cause its insurance companies to provide the Owner with at least 30 days' prior written notice of cancellation or non-renewal of the insurance coverage required under this Agreement (10 days' notice for cancellation due to non-payment of premium). The Consultant shall obtain such insurance from such companies having a Best's rating of A-/VI or better, licensed or approved to transact business in the state in which the Services shall be performed, and shall obtain such insurance of the following types and minimum limits:

a. Workers' Compensation insurance in accordance with the laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/ Completed Operations, Blanket Contractual, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000 General Aggregate Limit

1,000,000 Each Occurrence, combined single limit

1,000,000 Aggregate Products, combined single limit

1,000,000 Aggregate Personal Injury/Advertising Liability

5,000 Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate, which insurance shall be maintained for a period that will cover claims made within three (3) years after the substantial completion of the Project.

7.3 The Owner and the Owner's agents, directors, officers and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e." All policies written on behalf of the Consultant shall contain a waiver of subrogation in favor of the Owner and the Owner's agents and employees, with the exception of insurance required under paragraph "e."

7.4 If the Consultant fails to furnish and maintain the insurance required by this Agreement, the Owner may purchase such insurance on behalf of the Consultant, and the Consultant shall pay the cost thereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance. Consultant shall within ten (10) days notify Owner of any change in the insurance coverage amounts or the insurance companies used by Consultant in conjunction with this Agreement.

8. Termination

8.1 This Agreement may be terminated by Owner for convenience upon notice to Consultant. Consultant may terminate the Agreement for breach of the Agreement after giving City thirty (30) days' notice to cure any breach.

8.2 Upon delivery of such notice the Consultant shall, unless the notice states otherwise, immediately discontinue all Services, proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to the Services, and deliver to the Owner all instruments of service produced under this Agreement. Upon termination, the Owner will owe the Consultant only for all compensation earned under this Agreement to date of termination.

8.3 In the event of any termination under this Article 8, the Consultant consents to the Owner's selection of another consultant of the Owner's choice to assist the Owner in completing the Project. The Consultant further agrees to cooperate and provide any information and documentation including but not limited to change, modification, adjustment to plates, etc. requested by the Owner in connection with the completion of the Project and consents to and authorizes the making of any reasonable changes to the assessment of the Project by the Owner and such other consultant as the Owner may desire; provided however, that the Consultant shall have no liability to the Owner or any third party for any changes or services made or performed by another consultant. Any services provided by the Consultant which are requested by the Owner after termination shall be fairly compensated to the Consultant by the Owner.

9. Inspections and Audits

The Owner shall have the right to perform, or cause to be performed, audits of all books, documents, receipts, expenditures, deposits, ledgers and records and any other available information or document of the Consultant as necessary to verify the accuracy of the Consultant's billings and inspections of all places where Services were undertaken, provided that the Consultant shall not be required to keep such books and records longer than 3 years after the termination of this Agreement. If an audit of the Consultant's books, payrolls and records indicates that the Owner has overpaid the Consultant, the Consultant shall pay the Owner the amount of such overpayment promptly upon demand, with interest at the rate of 10% per annum. The terms of this Section shall survive the termination or expiration of this Agreement. If an audit of the Consultant's books, payrolls and records indicates that the Owner has underpaid the Consultant, the Owner shall pay the Consultant the amount of such underpayment promptly upon demand.

10. Reuse of Documents

10.1 All documents provided or furnished by the Consultant pursuant to this Agreement are instruments of service in respect of the Project, whether or not the Project is completed, and are not intended or represented to be suitable for reuse by the Owner or others on extensions of the Project or on any other project.

10.2 When such documents are in electronic form, the Owner shall be permitted to retain copies of data files, text, specifications or drawings for the Owner's information in its use of the project. However, due to the potential that the information set forth on the computer disks and/or magnetic tapes can be modified by the Owner or other persons, unintentionally or otherwise, the Consultant reserves the right to remove all indicia of its ownership and/or involvement from each electronic display. For documentation purposes, the original computer files will be retained by the Consultant for a period not to exceed 5 years after completion of the Services. Notwithstanding anything to the contrary contained in this Article 10, the Owner and its successors and assigns shall have (and the Consultant hereby grants to the Owner and its successors and assigns) a perpetual, irrevocable, royalty-free license to use, copy, reproduce, display, perform, and make derivative works from, all documents and all other works of authorship prepared, authored, conceived or furnished by the Consultant in respect to the Project or otherwise prepared, authored, conceived or furnished by the Consultant pursuant to this Agreement, for or in connection with the use, initial construction, rebuilding, alteration or repair of the Project, or for or in connection with any addition to, or expansion of, the Project (but not in connection with any other projects). The Consultant agrees to procure and furnish to the Owner any and all such licenses, in form and substance reasonably acceptable to the Owner, but otherwise consistent with the foregoing, from third parties (such as but not limited to consultants, photographers, or other consultants) whose services have been engaged by or for the Consultant, which may be necessary or appropriate to vest in the Owner and its successors and assigns, the rights contemplated hereby to works of authorships of such third parties. The Consultant also agrees to execute or cause to be executed, and deliver to the Owner, such additional documentation as may be reasonably requested by the Owner in order to carry out the purposes and intents of this Paragraph. The Consultant agrees to indemnify, defend and hold harmless the Owner and its successors and assigns (individually and collectively the "Indemnified Parties"), from and against any and all claims, demands, actions, causes of action, damages, losses, liabilities and expenses (including without limitation reasonable attorneys' fees, court costs and pre- and post-judgment interest), asserted against, or suffered or incurred by, the Indemnified Parties to the extent arising from any infringement or claim of infringement by the Consultant or its agents in connection with the documents or any other works of authorship referred to in this Section.

10.3 Any such use or reuse of any instrument of service by the Owner or others, except as expressly permitted in Section 10.2 above, without written verification or data adaptation by the Consultant for the specific purpose intended will be at the Owner's sole risk and without liability or legal exposure to the Consultant. Any such verification or adaptation will entitle the Consultant to further compensation at rates to be mutually agreed upon by Owner and the Consultant.

11. Waiver

No consent or waiver, express or implied, by either party to this Agreement, to or of any breach or default by the other in the performance of any obligations under this Agreement shall be deemed or construed to be a consent or waiver to or of any other or future breach or default by such party. Failure on the part of any party to this Agreement to complain of any

act or failure to act of the other party or to declare the other party in default hereunder, irrespective of how long such failure continues, shall not constitute a waiver of the rights of such party hereunder.

12. Limitations on Rights and Remedies

12.1 The Consultant and the Owner agree that neither of them shall be responsible or liable to the other for the consequences of events that are beyond the reasonable control of the other party such as the interference by third parties, changed conditions that are not reasonably foreseeable, labor strikes, fires, thefts or other losses, or acts of God.

12.2 The Consultant and the Owner agree that neither of them shall be entitled to recover from the other for any indirect, special or consequential damages, injuries or losses sustained as a result of the others' negligent actions, inactions or omissions under this Agreement or otherwise including, but not limited to, lost profits, lost opportunities, and/or delay damages.

ACCEPTED:

Consultant

Owner

12.3 The Consultant shall have no responsibility for the discovery, presence, handling, removal, or disposal of or exposure of persons to hazardous materials in any form at the Project site, including, but not limited to, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances; provided, however, the Consultant retains such responsibility with respect to any such hazardous materials as may be present at the site (or incorporated into the Project) by reason of the Consultant's own fault or by reason of the documents prepared by the Consultant for the Project (and adhered to by the Owner or by its contractor).

13. No Third Party Rights

13.1 The Services to be performed by the Consultant under this Agreement are solely for the benefit of the Owner. This Agreement shall not be construed as creating any contractual relationship of any kind between the Consultant and any third party. It is the intent of the Consultant that there are no third party beneficiaries of this Agreement. The fact that the Owner may enter into other agreements with third parties which provide the Consultant the authority to observe the work being performed by the third party shall not give rise to any duty or responsibility on the part of the Consultant in favor of such third party.

14. Miscellaneous

14.1 This Agreement shall be effective upon its execution by the Consultant and the Owner, and shall remain in force until all obligations under this Agreement have been fulfilled, unless sooner terminated as provided herein. Where this Agreement is entered into subsequent to the Consultant's beginning performance of Services for the Project, the parties acknowledge and agree that this Agreement is intended to and shall govern all services provided by the Consultant for the Project, whether initiated or performed prior or subsequent to the execution of this Agreement, that the effective date of this Agreement shall be deemed to be the first date when any such services were so provided by the Consultant and that this Agreement is intended to and shall supersede and replace any and all prior agreements whether written or oral.

14.2 Consultant agrees that Consultant currently does not boycott Israel, as that term is defined in Texas Government Code Section 808.001, as amended, nor will Contractor boycott Israel during the term of this Agreement.

14.3 This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. All claims, counterclaims, disputes, and other matters in question between the Owner and the Consultant arising out of or relating to this contract or the breach thereof shall be decided in a court of competent jurisdiction in Williamson County, Texas.

14.4 Neither the Consultant nor the Owner shall assign, sublet or transfer the interest in this Agreement without the prior written consent of the other; provided, however, the Owner may assign or transfer its interest herein to any express third-party beneficiary of this Agreement and to an affiliate of the Owner or any entity which controls, is under common control with or is controlled by the Owner. The obligations of the Consultant hereunder are joint and several.

14.5 This Agreement (including all documents incorporated by reference or attached as exhibits hereto) represents the entire agreement between the Consultant and the Owner with respect to the subject matter hereof and supersedes and merges all prior negotiations, representations, discussions or agreements, either written or oral, with respect to the subject matter hereof.

14.6 This Agreement may be amended only by written instrument signed by duly authorized representatives of both the Consultant and the Owner.

14.7 If a provision of this Agreement, or the application thereof to any person or circumstances, is rendered or declared illegal for any reason or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall be not affected thereby, but shall be enforced to the greatest extent permitted by applicable law. The parties agree to negotiate in good faith for a proper amendment to this Agreement in the event any provision hereof is declared illegal, invalid or unenforceable.

14.8 All notices required or permitted hereunder shall be in writing and shall be

deemed delivered 3 days after deposit with the United States Postal Service (certified mail, return receipt requested), addressed to the respective other party at the addresses shown below:

If to Consultant:

Attention:

Email Address:

If to Owner:

City of Cedar Park
450 Cypress Creek Road
Cedar Park, Texas 78613
Attention: Emily Truman, PE, CFM

Email Address: emily.truman@cedarparktexas.gov

14.9 Time is of the essence of the performance of the parties' obligations pursuant to this Agreement.

14.10 If either party places the enforcement of this Agreement, or any part hereof, or the exercise of any remedy herein provided, in the hands of an attorney who institutes an action or proceeding upon the same (either by direct action or counterclaim), the non-prevailing party shall pay to the prevailing party its reasonable attorneys' fees and costs of court. In addition to the foregoing award of attorneys' fees to the prevailing party, the prevailing party shall be entitled to its attorneys' fees incurred in any post-judgment proceeding or action to collect or enforce the judgment. This provision is separate and several and shall survive the expiration or earlier termination of this Agreement or the merger of this Agreement into any judgment on such instrument.

14.11 In the event there is a conflict between any of the provisions hereof and any proposals, general conditions, specifications or other agreements which may have been executed by the parties hereto in connection with the subject matter hereof, it is understood and agreed that the provisions hereof shall be controlling. The parties acknowledge and represent that this Agreement has been jointly drafted by the parties and that each of them has read, understood, and approved the language and terms set forth herein. This Agreement may be executed in multiple counterparts, each of which shall constitute but one agreement.

14.12 The Consultant expressly waives any right to payment for any Services or Reimbursable Expenses incurred if not billed as Services or Reimbursable Expenses within ninety (90) calendar days following the date such services were rendered or such expenses were incurred.

14.13 Each person who signs this Agreement states that he has the express authority to sign this Agreement and to bind the entity he represents to all of the terms and conditions stated herein.

IN WITNESS WHEREOF, this Agreement is hereby executed as of the date first above set forth.

CONSULTANT:

By: _____

Name: _____

As Its: _____

Date: _____

OWNER:

City of Cedar Park

By: _____

Name: _____

As Its: _____

Date: _____

EXHIBIT “A” SCOPE OF SERVICES, SCHEDULE, AND COMPENSATION

SAMPLE

Appendix B - Form CIQ - Conflict of Interest Questionnaire

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

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

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

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

- (1) the date that the vendor:

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

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

- (2) the date the vendor becomes aware:

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

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

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

Appendix C - Form 1295 - Certificate of Interested Parties

CERTIFICATE OF INTERESTED PARTIES**FORM 1295****OFFICE USE ONLY**

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is **NO** Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY