



REQUEST FOR STATEMENT OF QUALIFICATIONS

FOR

ENGINEERING CONSULTING SERVICES

2023-2026

Water and Wastewater Projects

RFQ No. 23-1031-01

STATEMENT OF QUALIFICATION ARE DUE BY
October 31, 2023
At 2:00 P.M., Local Time

LOWER VALLEY WATER DISTRICT
REQUEST FOR STATEMENT OF QUALIFICATIONS
For Engineering Consulting Services
RFQ No. 23-1031-01

The Lower Valley Water District (“entity”) is requesting the submission of qualification statements, which will lead to the possible award of a contract to provide planning, design, and construction management services for various water and wastewater projects.

Scope of Work

The Lower Water District seeks Statements of Qualifications from interested firms for planning, design, and construction management services for various water and wastewater project funded by the following agencies; Texas Water Development Board, North American Development Bank, U.S. Department of Commerce, U.S. Department of Agriculture, Texas Department of Agriculture, County of El Paso and/or Lower Valley Water District’s General Funds or Bond funds.

Guidelines for Content of Qualifications Statements

DO NOT INCLUDE COST INFORMATION with the qualification statement. Responses that include cost or pricing information will be rejected and will not be considered by the “entity”.

Contract document with detailed preparation of the qualification statement may be examined and obtained at the Purchasing Department of the Lower Valley Water District, 1557 FM 1110, Clint, Texas 79836, or can be viewed and downloaded at the “entity’s” web site at www.lvwd.org. For more information on preparing and submitting the qualification statement, contact Rosa Rivera, Purchasing Agent, at (915) 791-4480, Ext. 1080, or by e-mail at purchasing@lvwd.org, with subject line “RFQ Engineering Consulting Services. 2023-2026”. This information should be requested as soon as possible in order to allow time to prepare the document and comply with the procedures.

Submittal Deadline

One (1) signed original, five (5) copies of the RFQ and one (1) pdf electronic format in a portable memory (USB) of the qualification statement must be filed (submitted) with the Lower Valley Water District by **2:00 P.M., Mountain Standard Time, on October 31, 2023**. Addendums to the RFQ will be announced through the “entity’s” web site at www.lvwd.org and will be communicated by e-mail to all plan holders on record with the “entity.”

Late or faxed RFQs will not be accepted.

RFQ Pre-Bid Meeting

A highly recommended pre-bid meeting will be held on, **October 23, 2023, at 10:00 A.M.** Location or method to conduct meeting will be disclosed later.

Minimum Qualification and Selection Criteria

The Lower Valley Water District will evaluate the proposals to determine which firm has the best qualification as per conditions described in the contract documents. The “entity,” may award to a single consultant or multiple consultants.

Contract Terms and Negotiation Schedule

The consultant for Engineering Services is expected to negotiate an agreement for projects and/or services that are acceptable to the “entity.” If an acceptable contract cannot be negotiated, the Lower Valley Water District may formally end negotiations and begin negotiating with the next highest qualified person or firm. The award is for a three (3) year term, with optional two (2) annual renewals.

This contract is contingent upon release of funds from the **Texas Water Development Board (TWDB)**. Any contract or contracts awarded under this Invitation for Bid (IFB) or Request for Qualification (RFQ) are expected to be funded in part by a loan from the **TWDB**. Neither the State of Texas nor any of its departments, agencies, or employees are or will be a party to this IFB, RFQ, or any resulting contract. RFQ's are issued and awarded in accordance with Section 2254 of the Texas Government Code (Professional Services Act), Sec. 2254.004.

This contract is subject to the **Environmental Protection Agency's (EPA) Disadvantaged Business Enterprise (DBE) Program**, which includes EPA-approved fair share goals toward procurement of Minority and Women-owned Business Enterprise (M/WBE) firms. EPA rules requires that applicants (“entity”) and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to M/WBEs through demonstration of six affirmative steps. For more details of the DBE Program and the current, applicable fair share goals, please visit www.twdb.texas.gov/dbe.

The Lower Valley Water District is an affirmative action/equal opportunity employer. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Small, minority, and women-owned business enterprises are encouraged to submit statement of qualifications.

The Lower Valley Water District retains the right to accept or reject any and all RFQ's to waive the technicalities, and to select the RFQs which are in the best interest of the “entity.”

Project Scope of Services

The Lower Valley Water District seeks Statement of Qualifications from licensed engineering consulting firms. The selected firm(s) will report to, and operate under, the direction of Lower Valley Water District. Engineering Firms must have Texas License for Professional Engineers with superior background, training, and qualifications meeting all requirement of this RFQ. The scope of service required by this RFQ may include some or all of the following services;

- Upgrade the existing Water and Wastewater Master Plans for future projects and upgrade the hydraulic model for future development.
- Hydraulic Studies/Engineering.
- Feasibility, Design and/or Construction Management of Wastewater and Water Treatment Plants.
- Feasibility, Design, Construction Management of different water sources to keep up with the demand of the district's population.
- Environmental Evaluation.Services
- Water/Wastewater facilities design and construction management.
- Design of water and sewer lines; gravity and force mains.
- Rehabilitation of existing water and sewer lines.
- Complete subsurface utility exploration (SUE).
- Odor Control.
- Preparation of plans, specifications and cost estimates for design of water and wastewater improvements.
- Review of shop drawings, materials, fixtures, and equipment. Engineer shall review shop drawings and material submittal and make recommendations for approval or disapproval.
- Studies and Reports-Shall perform research and database creation to conduct studies and produce reports to include investigations, drawings, sketches and cost estimates. This task includes new and existing infrastructures.
- Provide other civil engineering functions and analysis as may be required by the Owner.

Condition to Award Contract

The firm selected for award of contracts under this RFQ will be subject to the following conditions:

- To be deemed "qualified" the firms must have the necessary labor, equipment, materials, organization, experience, resources, technical skills and financial resources to competently fulfill the terms of the resulting contract and have supplied and successfully completed like services for the past five years.
- Any contract or contracts awarded under this Request for Qualifications (RFQ) can be expected to be funded in part or completely by Texas Water Development Board (TWDB), North American Development Bank (NAD Bank), County of El Paso, U.S.

Department of Commerce, U.S. Department of Agriculture, Texas Department of Agriculture and/or Lower Valley Water District.

- Some contract(s) awarded under this RFQ may be subject to the Environmental Protection Agency (EPA) “fair share policy” which includes EPA-approved “fair share goals” for Minority Business Enterprise (MBE) & Women Business Enterprise (WBE) firms in the Construction, Supplies, Equipment and Services procurement categories. EPA’s policy requires the applicants and prime contractors make a good faith effort to award a fair share of contracts, subcontracts, and procurements to (SMWBE). Although EPA policy does not mandate that the fair share goals be achieved, it does require government entities and prime contractors to demonstrate the use of six affirmative steps, found on the TWDB/Disadvantage Business Enterprise (DBE) Program. The current Fair Share Goals for the State of Texas (Region 6), for categories CONSTRUCTION and NON-CONSTRUCTION are 8%. This is in accordance with the EPA’s 8% Statute, 42 U.S.C. 4370d, and are effective until superseded.
- In accordance with Texas Administrative Code §111.13, awarded contracts shall make a good faith effort to utilize HUBs in contracts, services (including professional and consulting services) and commodity purchases. In addition, HUB utilization goals have been established for each procurement category (shown below). LVWD and awarded contract must put forth effort to obtain these goals and to award a percentage of its contracts to HUB firms.
 - 11.2% for Heavy Construction
 - 21.1% for Building Construction
 - 32.9% for Special Trades
 - 23.7% for Professional Services
 - 26.0% for all Other Services
 - 21.1% for Commodity Purchases
- The Lower Valley Water District is an Equal Opportunity Employment Institution. All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin. Submitter awarded this RFQ will be required to comply (on some projects) with the President’s Executive Order No. 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CRF Part 60.
- A copy of the submitting firm’s response to completed questionnaire pertaining to “Conflict of Interest”. Local Government Code Chapter 176 requires firms seeking to do business with a local government entity to file a Conflict of Interest Questionnaire. The form is available at the Texas Ethics Commission’s website. The form is provided in the Appendix section of the RFQ. It is the submitting firm’s responsibility to submit the latest version of the Conflict of Interest Questionnaire form as promulgated by the Texas Ethics Commission.

- Submittal of the following documentation; TWDB -0216, TWDB-0217 and TWDB-0373. Forms are in the Appendix section of the RFQ. Forms are also available at the Texas Water Development Board website at <https://www.twdb.texas.gov/dbe#forms>.
- The Lower Valley Water District retains the right to accept or reject any and all RFQs, to waive the technicalities, and to select the RFQs which are in the best interest of the District.
- All items developed, prepared, completed or acquired under this agreement shall be the property of LVWD. Lower Valley Water District shall retain all reproduction rights for all materials produced under this contract.

Contents of Submittals

Proposals shall be submitted using the attached forms and contain the following:

SECTION A.

A transmittal letter of interest notifying the Lower Valley Water District of the submitter's intent to be considered for professional services. The letter should be addressed to:

Mr. Gerald Grijalva
General Manager
Lower Valley Water District
1557 FM 1110 Rd.
Clint, TX. 79836

SECTION B.

A one-page letter from each sub-consulting firm proposed in the submittal indicating that firm's desire to be included and indicating a general statement of the scope of services that the sub-consultant will perform if the submitting firm is selected. The letter should be addressed as above described.

SECTION C.

Please provide a copy of your company's/firm's certificate showing current status of any of the following; Small Minority or Women Owned Business Enterprise (SMWBE).

SECTION D.

Statement of Qualifications of the firm's ability to complete projects particular to water Districts. Include availability of personnel who will perform work, current and former clients, and evidence that the firm can perform the duties in regard to the water district's projects. Include any unique qualifications. Indicate and list previous experience and results of projects with water Districts within budget and schedule constraints. Provide name of client(s), name of project(s), cost of construction for each, overall project size, and client contact with current phone number. Please indicate the firm's past project

experience in dealing with the following government programs and agencies; Texas Water Development Board, North American Development Bank, U.S. Department of Commerce, U.S. Department of Agriculture, Texas Department of Agriculture and County of El Paso. Also, indicate the firm's past project experience in dealing with water and wastewater projects in relation to Geographic Information Systems. This section contains a proposed questionnaire that will provide the District key points to look at, but the firm is entitled to provide complimentary information as deemed necessary. Limit this information to five (5) pages. The information provided should contain, but not limited to:

- Provide the firm's background, demonstrating current workload and available personnel. List currently available staff for each of the following: Firm Principal, Design Engineer(s), Drafter(s). Also, provide a list of former associates. Indicate which of the personnel are still with the firm who worked on projects listed in this RFQ. Limit this information to one page.
- Identify professional services and disciplines your firm can provide. Provide a primary list of any special services consultant firms which you employ for the production and administration of water district projects. In addition, provide a secondary list of alternate consultants you use for projects of this nature. Provide size and staff capabilities of each firm. The District reserves the right to accept or reject any or all sub-consultants to the engineering firm.
- Indicate ability to secure Professional Liability Insurance, indicating maximum amounts of insurance available.
- Indicate the specialized services and supplemental services your firm has performed as a professional entity over the past five years.
- List references for projects of water districts that represent your firm's work and services provided.
- List and briefly describe the software that your firm utilizes for water and wastewater modeling.

Condition for Submission of Proposal

- Proposal must include a cover letter clearly stating the name of the firm and the name, address, and telephone number of the proposer's representative;
- Proposal must address each of the project scope of services as stated on the RFQ.;
- Statement of Qualifications that address only part of the requirements contained in this RFQ will not be considered;
- The proposer shall furnish such additional information that the District may reasonably require;

- The Lower Valley Water District will not be liable for any cost incurred in the preparation of the RFQ.; and
- The Lower Valley Water District may ask proposers to send a representative for an oral interview prior to Board of Directors' approval of the proposal. The Lower Valley Water District will not be liable for the costs incurred by the proposer in connection with such interview.
- Submittal of all required forms (Appendix A)

Procedures for Submitting Proposals

A. Delivery/Mail Delivery

Responses to the request for statement of qualification should be addressed to:

Rosa Rivera: Purchasing Agent
Lower Valley Water District
1557 FM Road 1110
Clint Texas 79836

Proposals must be received no later than 2:00 P.M., local time, on Tuesday, October 31, 2023.

- B. Number of Copies of Proposal: Applicants are to submit one (1) signed original, five (5) Copies of the RFQ and (1) PDF Electronic format in a portable memory (USB).

II. Required Forms

The following forms can be found in Appendix A

- Acknowledgement Form
- Prohibition on Lobbying or Solicitation Acknowledgment Form
- Standard Terms and Conditions – Engineering Consultant Services
- Form CIQ
- TWDB-0216
- TWDB-0217
- TWDB-0373

GENERAL INFORMATION QUESTIONNAIRE**I. GENERAL INFORMATION**

Date: _____

Firm Name: _____

Address: _____

City: _____ State _____ Zip _____

Contact Person(s)
(limited to two persons per firm)

Name: _____

Title: _____

Telephone: _____

Fax: _____

Internet Address: _____

Professional Engineer License No.: _____

Name: _____

Title: _____

Telephone: _____

Fax: _____

Internet Address: _____

Professional Engineer License No.: _____

List any other personnel on your staff that will be available for any projects contemplated with the District. Indicate what project(s) each personnel has worked on with your firm.

Name: _____ Title: _____

Qualifications: _____

Name: _____ Title: _____

Qualifications: _____

Name: _____ Title: _____

Qualifications: _____

Name: _____ Title: _____

Qualifications: _____

Type of Organization:

- Sole Proprietorship
 Partnership
 Professional Corporation
 Corporation
 Joint Venture
 Other _____

Questions related to principal place of business

1. In what state is your principal place of business?
2. In case the company is not located in El Paso, TX. what / who / where is the local representation?
3. In what state, if any, is your business incorporated?
4. If business is incorporated, provide the name and address of the agent for services.

5. Is your business authorized to do business under the laws of the State of Texas?
6. Does your firm transact business in more than one state? If so, list all states in which your firm transacts business.
7. In what state are most of your activities in engineering work conducted?
8. In what state does your business earn the largest percentage of its revenues?

What percentage is earned in Texas?
9. In what state is the largest percentage of the firm's capital funds?
10. In what state is the largest percentage of the firm's or company's assets?

What percentage is in Texas?
11. Please provide the address of your general office where control of your business is conducted.
12. In what state does the largest percentage of full-time equivalent employees of your business reside permanently? What percentage resides permanently in Texas?

II. FIRM BACKGROUND AND STAFF

Year present firm was established: _____

Name of parent firm, if any _____

Address: _____

Year parent firm was established: _____

Former company name(s), if any, and year established:

Name: _____ Year: _____

Name: _____ Year: _____

Name: _____ Year: _____

Number of employees in the firm: _____

Total employees in firm (all office locations): _____

III. PROFESSIONAL SERVICES (DISCIPLINES) PROVIDED BY FIRM

_____ Construction Administration

_____ Design

_____ Facility Master Planning

_____ Specifications

_____ Supervision of Construction

_____ Water and Sewer Modeling

_____ Civil Engineering

_____ Other _____

IV. EXPERIENCE PROFILE

PROFILE OF FIRM’S PROJECT EXPERIENCE FOR LAST FIVE YEARS

Describe the total number of projects for the last five years with water districts or systems.

Project Type	Brief Description

V. SPECIALIZED SERVICES / SUPPLEMENTAL SERVICES

Check the services your firm provides.

	Architectural
	Environmental / Hazardous Material Inspections
	Feasibility Studies
	Infrastructure Design
	Water and Sewer Modeling and Analysis
	Wastewater Treatment Plant – Feasibility, Design & Construction Management
	Site planning and site selection
	Other (Specify):

VI. PROJECT PREFERENCES

List at least three water district system projects that would be representative of your firm's work and services provided. None of these projects should be related to the Lower Valley Water District.

Total number of water district projects in the past five years: _____

Project	
Water District	
Contact Person / Title	
Phone Number	
Project Description	
Services Provided	

Project	
Water District	
Contact Person / Title	
Phone Number	
Project Description	
Services Provided	

Project	
Water District	
Contact Person / Title	
Phone Number	
Project Description	
Services Provided	

VII. CURRENT CLIENTS AND PROJECTS

Please list three of your current clients whose projects reflect the scope of your workload.

Project	
Water District	
Contact Person / Title	
Phone Number	
Project Description	
Services Provided	

--	--

Project	
Water District	
Contact Person / Title	
Phone Number	
Project Description	
Services Provided	

Project	
Water District	
Contact Person / Title	
Phone Number	
Project Description	
Services Provided	

VIII. EVALUATION CRITERIA

1	Consultant Firm and Team Technical Expertise	20%
2	Staff Qualification	20 %
3	Experience and background of key personnel on similar projects	20 %
4	Past Relations / Performance with LVWD	10 %
5	Reference on Related Projects	10 %
6	Compliance with RFQ Instructions	10%
7	Schedule and Availability	10 %

The Lower Valley Water District will conduct an initial screening of all firms' qualifications and experience. The Lower Valley Water District, at its sole discretion, shall reserve the

right to schedule interviews or presentation by prospective engineering firms. The District shall select the firm or firms that provide the best value and service to the District. The District has the right to accept or reject any and all proposals, to waive all technicalities, and to select the firm or firms which are in the best interest of the District.

Consultant Firm and Team Technical Expertise: The Statement of Qualification will be evaluated on the firm's demonstrated technical ability to perform the project scope of services reference on this RFQ.

Staff Qualification. The Statement of Qualification will be evaluated on the firm's demonstrated staff qualifications, including the required professional registration.

Experience and background of key personnel on similar projects: The Statement of Qualification will be evaluated on the firm's key personnel experience and background on similar projects described on the scope of service.

Past Relations / Performance with LVWD. The District will evaluate the performance through previous projects in which the District was directly or indirectly involved and had some type of relationship with the company. Criteria like professionalism, prompt response, initiative to solve problems, and similar concepts will be evaluated.

Reference on Related Projects Will be determined by the information provided by the references to the District. The District might request additional project references and/or additional information to the company.

Compliance with RFQ Instruction: The Request for Qualification will be evaluated for general compliance with instructions issued in the RFQ. Noncompliance with significant instruction may be grounds for proposal disqualification.

Schedule and Availability. The firm's projected schedule and resource availability will be evaluated in the choice of a firm, although the District understands that the actual beginning and completion dates are subject to the Notice to Proceed.

End of Section

Appendix A

**LOWER VALLEY WATER DISTRICT
REQUEST for QUALIFICATIONS for ENGINEERING CONSULTING SERVICES
RFQ NO. 23-1031-01
BID ACKNOWLEDGEMENT FORM**

(PLEASE TYPE OR PRINT THE FOLLOWING INFORMATION)

“The undersigned affirms that he/she is duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms, or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.”

COMPANY’S NAME: _____

ADDRESS: _____

PHONE: _____

FAX NUMBER: _____

BIDDER (Signature): _____

BIDDER (Print Name): _____

POSITION with Company: _____

**SIGNATURE of Company
Official Authorizing This Bid:** _____

Company Office _____

(Print Name): _____

Official Position: _____

.....
The bidder hereby acknowledges receipt of the following listed addenda and agrees that all addenda issued are made part of the contract documents, and the bidder further agrees that his/her abides/includes all changes resulting from said addenda.

ADDENDUM NO. _____ **DATE** _____

ADDENDUM NO. _____ **DATE** _____

ADDENDUM NO. _____ **DATE** _____

.....
Please provide name and title of any employee of your firm who may have acted as a consultant in the preparation of this bid:

**LOWER VALLEY WATER DISTRICT
PROHIBITION ON LOBBYING OR SOLICITATION ACKNOWLEDGEMENT FORM**

**REQUEST for Qualifications for Engineering Consulting Services-Water and Wastewater
Projects
RFQ NO. 23-1031-01**

The Lower Valley Water District has implemented a procedure prohibiting lobbying, contacting or soliciting District staff members or members of the Board of Directors during the selection process.

The undersigned acknowledges the District procedure and certifies that all employees, agents, consultants, or representatives of the representing firm have not or will not contact, solicit, or lobby District staff members, members of the Board of Directors regarding the above mentioned solicitation from the date of Board of Directors authorization to solicit proposal through final action of this solicitation by the Board of Directors.

Firm Name

Address

City/State/Zip

Telephone Number

Fax Number

Name of Representative

Title of Representative

Signature of Representative

Date



STANDARD TERMS AND CONDITIONS BETWEEN CONSULTANT AND LOWER VALLEY WATER DISTRICT

These Standard Terms and Conditions are incorporated by reference into the foregoing agreement or proposal ("Agreement") between CONSULTANT and the LOWER VALLEY WATER DISTRICT ("LVWD") for the performance of engineering, surveying, planning, or other services ("CONSULTANT Services"). These Standard Terms and Conditions are fully binding, just as if they were fully set forth in the body of the Agreement. These Standard Terms and Conditions are not negotiable. LVWD has the right to accept, reject or modify any element of this contract prior to its execution.

1. **Period of Offer.** Any proposal by CONSULTANT to provide services must be accepted within sixty (60) days of the proposal. This sixty (60) day period may only be extended by mutual written agreement of both CONSULTANT and LVWD. LVWD shall have the option of canceling a proposal from CONSULTANT at any time prior to the original or extended expiration date of the proposal. In the event LVWD accepts a proposal from CONSULTANT, by executing and delivering either the signed original or copy to CONSULTANT, the signed proposal and the attachments expressly incorporated therein by reference shall constitute the entire Agreement between the parties for the scope of services to be performed (the "Project").
2. **Scope of Services.** CONSULTANT shall only be obligated to perform those services expressly described in this Agreement. Unless expressly provided for herein, CONSULTANT has no obligation or responsibility for:
 - a. The correctness and completeness of any document which was prepared by any utility company.
 - b. The correctness and completeness of any drawing prepared by CONSULTANT, unless it was properly sealed by a professional on behalf of CONSULTANT.
 - c. Favorable or timely comment or action by any government entity on the submission of any construction documents, land use or feasibility studies, petitions of exceptions of waivers, or other requests or documents of any nature whatsoever.
 - d. Taking into account off-site circumstances other than those clearly visible and actually known to CONSULTANT from on-site work.
 - e. The actual location (or characteristics) of any portion of a utility which is not entirely visible from the surface.
 - f. The correctness of any geotechnical services performed by others, whether or not subcontractors of CONSULTANT.
 - g. The accuracy of earthwork estimates and quantity take-off(s), or the balance of earthwork cut and fill.

Should shop drawing review and/or approval be incorporated into the Scope of Services, shall pass upon the shop drawings with reasonable promptness. Checking and/or approval of shop drawings will be general, for conformance with the design concept of the Project and compliance with the information given in the Contract Documents, and will not include quantities, detailed dimensions, nor adjustments of dimensions to actual held or field conditions. Approval shall not be construed as permitting any departure from contract requirements nor as relieving the Contractor of the responsibility for any error in details, dimensions or otherwise that may exist.

- 3. Ownership of Instruments of Service.** All drawings, reports, plans, specifications, and computer files, as prepared by CONSULTANT, shall remain the property of the LVWD. CONSULTANT understands that this information will be used solely as a general guide for the design of water and sewer infrastructure. Design of specific improvements will require site specific information, meeting the latest codes and standards.
- 4. Fees and Compensation.** In the event LVWD requests CONSULTANT to perform services not specifically described in the Agreement, LVWD agrees to compensate CONSULTANT for such services in accordance with the hourly rates set forth in the original contract documents or in any subsequently effective schedule unless a written agreement has been signed by both parties indicating the fee basis of such additional changes.
- 5. Period of Service.** The provisions of this Agreement and the compensation provided for hereunder have been established in anticipation of the orderly and continuous progress of the Project. CONSULTANT's obligation to render services will extend only for that period which may reasonably be required to complete the work in an orderly and continuous manner and CONSULTANT may then, at its sole option, terminate this Agreement.
- 6. Reimbursable Expenses.** LVWD shall reimburse CONSULTANT for all reimbursable expenses incurred by CONSULTANT in connection with the performance of services for LVWD under this Agreement. Reimbursable expenses are those expenses approved by LVWD in writing. LVWD shall have no obligation to pay for or reimburse CONSULTANT for any expense not previously approved in writing.
- 7. Payment Terms.** CONSULTANT may submit invoices at any time to the LVWD for CONSULTANT Services and for reimbursable expenses incurred. Invoices are payable within thirty (30) days of the invoice date. Invoices may be based either upon CONSULTANT's estimate of the proportion of the total services actually completed at the time of billing for lump sum or fixed fee services, or in the case of hourly services, upon rendering of services. In the event any invoice is not paid within thirty (30) days of the invoice date, CONSULTANT shall have the right to either suspend the performance of further CONSULTANT Services until all invoices to the Client under this or any other Agreement more than thirty (30) days past due are fully paid, or to terminate the Agreement and to initiate proceedings to recover amounts owed by LVWD. Additionally, CONSULTANT shall have the right to withhold from LVWD the possession or use of any drawings or documents prepared by CONSULTANT for LVWD under this or any other Agreement with the Client until all delinquent invoices are paid in full. LVWD shall not offset payments of CONSULTANT invoices by any amounts due or claimed to be due for any reason. If LVWD does not give CONSULTANT written notice disputing an invoice within twenty (20) days of the date thereof, the invoice shall be deemed correct. All payments made by LVWD should specify the invoice numbers being paid. If payments are received that do not specify the invoices being paid, CONSULTANT may apply payments at CONSULTANT sole discretion. Time is of the essence for the Client's payment obligations; and failure of the Client to pay any sum to CONSULTANT in full and when due shall be deemed a material breach of this Agreement.
- 8. Information from the Client and Public Sources.** LVWD shall furnish CONSULTANT all plans, drawings, surveys, deeds, and other documents related to the services in LVWD's possession and shall inform CONSULTANT in writing about all special criteria or requirements related to CONSULTANT Services (together "LVWD Information"). CONSULTANT may also obtain deeds, plats, maps, and any

other information filed with or published by any governmental entity (together "Public Information"). CONSULTANT may rely on LVWD Information and Public Information in pursuing CONSULTANT Services. CONSULTANT shall not be responsible for errors or omissions or additional costs arising out of reliance on LVWD Information or Public Information. CONSULTANT shall not be responsible for any special criteria or requirements related to CONSULTANT's Services not expressly identified pursuant to the Agreement. LVWD agrees to give prompt notice to CONSULTANT of any development or occurrence that affects the scope or timing of services, any defect in the final work submitted by CONSULTANT, or errors or omissions of others as they are discovered. CONSULTANT shall not be responsible for any adverse consequence arising in whole or in part from LVWD's failure to provide accurate or timely information, approvals, and decision, as required for the orderly progress of the work.

- 9. Hazardous Materials.** As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum, or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both parties acknowledge that CONSULTANT scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event CONSULTANT or any other party encounters any hazardous or toxic materials, or should it become known to CONSULTANT that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of CONSULTANT Services, CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until LVWD retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. LVWD agrees, notwithstanding any other provision of this Agreement to the fullest extent permitted by law, to indemnify and hold harmless CONSULTANT, its officers, partners, employees and subconsultants (collectively, Consultant) from and against any and all claims, suits, demands, liabilities, losses, damages, or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection. Presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of CONSULTANT.
- 10. Waiver of Claims for Hazardous Materials.** To the fullest extent permitted by law, Client agrees to waive any claim or cause or causes of action of any kind or nature whatsoever including but not limited to breach of contract, negligence or warranty, strict liability or any other cause against CONSULTANT, its officers, directors, partners and employees which may arise out of or in any way be connected to the presence of hazardous materials encountered or which existed and were present or are determined to have been present at the job site at the time this agreement was executed. This waiver and release shall not apply to any action taken by CONSULTANT which causes or results in the release, deposit, or discharge of hazardous materials by CONSULTANT or any sub-consultant employed by CONSULTANT.
- 11. Termination.** Either party may terminate the Agreement in the event of a material breach by the other party. LVWD shall immediately pay CONSULTANT for all services rendered and expenses incurred through the termination date, including fees and expenses incurred by CONSULTANT as a result of the termination.
- 12. Payment of other professionals.** In the event this Agreement includes continuation of work begun by other architects, engineers, planners, surveyors, or professionals, CONSULTANT may suspend CONSULTANT Services until LVWD makes arrangements satisfactorily to such other professionals for payment. If satisfactory arrangements have not been made within a time determined by CONSULTANT to be reasonable, CONSULTANT may at its sole discretion terminate this Agreement.

- 13. Assignment and Third-Party Beneficiaries.** Neither LVWD nor CONSULTANT shall transfer, sublet, or assign any rights under or interest in this Agreement, including but not limited to monies that are due or monies that may be due, without the prior written consent of the other party. Subcontracting to sub-consultants normally contemplated by CONSULTANT shall not be considered an assignment for the purposes of this Agreement.
- 14. Governing Law and Jurisdiction.** LVWD and CONSULTANT agree that this Agreement and any legal action concerning its validity, interpretation and performance shall be governed by the laws of the State of Texas. It is further agreed that any legal action between LVWD and CONSULTANT arising out of this Agreement, or the performance of the services shall be brought in a court of competent jurisdiction in State of Texas.
- 15. Dispute Resolution.** Notwithstanding anything to the contrary contained in this agreement, the parties hereto agree that all claims, disputes and matters in question arising out of, or relating to, this agreement or the breach thereof, that the parties are unable to resolve by agreement, shall be decided by binding arbitration in accordance with the Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. Notice of the demand for arbitration shall be filed in writing with the other party to this agreement. The demand for arbitration shall be made within a reasonable time after written notice of the claim, dispute or other matter in questions has been given, and in no event shall it be made after the date of final acceptance by the Owner of the work to be performed under principal contract with the owner or when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations, whichever shall first occur.
- 16. Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
- 17. Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties, and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
- 18. Limitation of Liability and Required Insurance.** CONSULTANT's liability to LVWD for any cause or combination of causes is in the aggregate, limited to an amount which is the greater of the fee earned under this Engineering Services Agreement or the available proceeds of any policy of insurance that covers a claim brought pursuant to this Engineering Services Agreement. In the event that CONSULTANT fails to obtain and maintain insurance policies of the type and in the amounts set forth below, then the limitation on liability included in this paragraph shall not apply. CONSULTANT shall, at CONSULTANT's sole cost and expense, carry and maintain, or cause to be carried and maintained, in full force and effect the following insurance coverage: (a) Workmen's Compensation Insurance up to statutory limits as provided by law, on all employees of CONSULTANT employed upon or about the Project property; (b) Professional liability insurance in the amount of at least \$1,000,000 per claim and \$2,000,000 in the aggregate; and (c) Commercial General Liability Insurance including automobile liability insurance in an amount at least \$1,000,000 per occurrence and \$2,000,000 in the aggregate. CONSULTANT shall deliver to LVWD copies of all such insurance certificates and, upon request, copies of the insurance policies for review and approval. For the Commercial General Liability Insurance obtained by CONSULTANT pursuant to the Contract Documents, CONSULTANT shall name LVWD, as additional insured as applicable, and provide, by endorsement or otherwise, and for all policies: (i) that such policy shall not be canceled, endorsed, materially altered or reissued to effect

whatsoever unless the insurer shall have first given LVWD at least thirty (30) days prior written notice thereof; and (ii) a waiver by the insurer of any and all rights of subrogation with respect to LVWD; and (iii) a statement that CONSULTANT's insurance will be primary over LVWD's insurance.

- 19. Attorney's Fees.** In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred, including staff time, court costs, attorney's fees, and all other related expenses in such litigation.
- 20. Integration Clause.** The Agreement represents the entire agreement of the parties. No prior representations, statements, or inducements made by either CONSULTANT, LVWD, or their respective agents, that is not contained in the Agreement shall enlarge, modify, alter, or otherwise vary the written terms of the Agreement unless they are made in writing and made a part of the Agreement by attachment, incorporated by reference in the Agreement or signed or initialed on behalf of both parties.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received

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

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

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

Name of Officer

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

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

Yes No

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

Yes No

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

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

7

Signature of vendor doing business with the governmental entity

Date

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

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

FOR OFFICE USE ONLY
Commitment# _____

**TWDB-0216
TEXAS WATER DEVELOPMENT BOARD
AFFIRMATIVE STEPS SOLICITATION REPORT**

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)
			<input type="checkbox"/> Drinking Water SRF (DWSRF)
			<input type="checkbox"/> Clean Water SRF (CWSRF)

Project Name: _____

Solicitation By: Applicant/Entity OR Prime Contracted Business: _____

Project Phase: Prior to Closing Release of funding for PADs Construction Contract # _____

II. SOLICITATION METHOD(S) UTILIZED

At least two methods of solicitation are required. Select the method(s) utilized for the solicitation. Copies of the actual postings, direct contact email/phone log, etc. must be attached to this form as support documentation for each method used. Failure to adequately follow these steps will result in the requirement to complete additional steps in order to become compliant.

- | | | |
|---|--|---|
| <input type="checkbox"/> Newspaper Advertisements | <input type="checkbox"/> Meetings or Conferences | <input type="checkbox"/> Trade Association Publications |
| <input type="checkbox"/> Minority Media | <input type="checkbox"/> Internet & Web Postings | <input type="checkbox"/> Other Government Publications |
| <input type="checkbox"/> Direct Contact by Phone, Fax, USPS Mail, or Email* | | |

If using direct contact, entities must solicit to a minimum of 3 businesses/firms (at least one being a DBE) for each category of contract sought (i.e., construction, supplies, equipment, or services) to demonstrate a Good Faith Effort. **DBE businesses/firms may be contacted to certify compliance.*

III. PROJECT BIDDERS LIST:

List on the following table, or provide on a separate list, only the business entities directly solicited for procurement or that submitted a bid for consideration.

Instructions for Columns 1 - 5	1 - List the actual date business was contacted 2 - Full business name (line one) & point of contact (line two) 3 - Business address 4 - Telephone number 5 - Email address for the business
Instructions for Column 6	Enter one of the following procurement or contract categories: Construction or Non-Construction (SUPPLIES – EQUIPMENT – SERVICES) <i>For detailed definitions, review guidance document, TWDB-0210.</i>
Instructions for Column 7	Enter the type of business: MBE - Minority Business Enterprise, WBE - Women-owned Business Enterprise, or OTHER - Company or firm is Non-MBE or WBE

Notice: Entities receiving State Revolving Fund financial assistance must create and maintain a Bidders List if the entity is subject to, or chooses to follow, competitive bidding. The Bidders List must include all firms that bid or quoted on contracts under EPA assisted projects, including both MBE/WBEs and non-MBE/WBEs. Entities must keep all Bidders Lists until project completion or the recipient is no longer receiving EPA funding under the loan, whichever is later. Entities with loans totaling less than \$250,000 during a state fiscal year are exempt from the Bidders List requirement but must still meet DBE program requirements. The Bidders List requirement also applies to all Prime Contracted Businesses/Firms that make subcontracting.

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6	Column 7
Date of Contact Type of Contact	Business Name & Point of Contact name	Business Address	Telephone Number	E-Mail Address	Procurement Category Construction / Non-Construction	MBE/WBE/Other Status
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						

Use additional sheets if necessary

Signature – Authorized Representative	Title (print legibly)	Date

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements

DBE Coordinator	Approval Date

**TWDB-0217
TEXAS WATER DEVELOPMENT BOARD (TWDB)
PRIME CONSULTANT/CONTRACTOR CERTIFICATION**

I. PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total of TWDB Funding	Program Type (insert "X" for all that apply)	
			<input type="checkbox"/>	Drinking Water SRF (DWSRF)
			<input type="checkbox"/>	Clean Water SRF (CWSRF)

Prime Consultant/Contractor: _____

Contract Number: _____ **Contract Amount:** _____

II. GOOD FAITH EFFORT (Applicable to all subcontracts awarded by the prime contractor/consultant)

I understand that it is my responsibility to comply with all state and federal regulations and guidance in the utilization of Minority and Women-owned Businesses in procurement. I certify that I will make a "good faith effort" to afford opportunities for Minority Business Enterprise (MBE), and Women-owned Business Enterprise (WBE) by:

1.	Including qualified MBEs and WBEs on procurement solicitation lists						
2.	Soliciting potential MBEs and WBEs						
3.	Reducing contract size/quantities when economically feasible to permit maximum participation by MBEs and WBEs						
4.	Establishing delivery schedules to encourage participation by MBEs and WBEs						
5.	Using the services and assistance of the Small Business Administration, Minority Business Development Agency, U.S. Department of Commerce, and Texas Marketplace						
6.	Submitting documentation to the Applicant/Entity to verify good faith effort, steps 1-5.						
<input type="checkbox"/>	EXCEPTION: As the Prime Consultant/Contractor, I certify that I have reviewed the contract requirements and found no available subcontracting opportunities. I also certify that I will fulfill 100 percent of the contract requirements with my own employees and resources. (Check if applicable)						
	<table border="1" style="width:100%"> <thead> <tr> <th style="width:45%">Signature – Prime Consultant/Contractor</th> <th style="width:30%">Title (print legibly)</th> <th style="width:25%">Certification Date</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Signature – Prime Consultant/Contractor	Title (print legibly)	Certification Date			
Signature – Prime Consultant/Contractor	Title (print legibly)	Certification Date					

III. PROJECT PARTICIPATION ESTIMATES

The fair share goals are temporarily waived from being negotiated with EPA Region 6. Entities receiving federal financial assistance are still subject to the TWDB's goals and may not substitute them with other agency or program goals.

The Fair Share Goals for categories CONSTRUCTION and NON-CONSTRUCTION are 8%. This is in accordance with the EPA's 8% statute, 42 U.S.C. 4370d, and are effective until superseded.

IV. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE Requirements.

DBE Coordinator	Approval Date

FOR OFFICE USE ONLY

Commitment # _____

TWDB-0373
TEXAS WATER DEVELOPMENT BOARD
PARTICIPATION SUMMARY
PROJECT INFORMATION

TWDB Project Number	Applicant/Entity Name	Total TWDB Funding Request	Program Type (insert "X" for all that apply)
			<input type="checkbox"/> Drinking Water SRF (DWSRF) <input type="checkbox"/> Clean Water SRF (CWSRF)

Project Name: _____

Solicitation By: Applicant/Entity OR Prime Contracted Business: _____

Project Phase: Prior to Closing Release of funding for PADs Construction Contract # _____

Instructions	
Column 1	Enter the full name, street address, city/state/zip for each firm awarded a contract for the project.
Column 2	Enter one of the following procurement or contract categories: CONSTRUCTION / NON-CONSTRUCTION (Services; Equipment; Supplies)
Column 3	Enter the type of business: MBE (Minority Business Enterprise), WBE (Women-owned Business Enterprise), or OTHER (NOTE: OTHER = Company or firm is Non-MBE or WBE)
Column 4	Enter the exact amount of the awarded contract.
Column 5	Enter the exact date the contract was executed or the proposed date of contract execution.

If valid MBE/WBE firms are awarded contracts, a copy of their certification is required to be attached with this form for each MBE/WBE business listed.

Notice: Brokers may not be listed below as an MBE or WBE. A broker is a firm that does not perform, manage, or supervise the work of its sub/contract in a manner consistent with the normal business practices for sub/contractors in its line of business. For more specifics, review guidance document, TWDB-0210.

I. LIST OF ACTUAL CONTRACTS/PROCUREMENTS

	Column 1 Name & Address of Contracted Firm/Vendor	Column 2 Procurement Category Construction Or Non-Construction	Column 3 MBE/WBE Status	Column 4 Contract Amount (\$)	Column 5 Contract Execution Date
1.					
2.					
3.					
4.					
5.					
6.					

(Table continues on the next page)

	Column 1	Column 2	Column 3	Column 4	Column 5
	Name & Address of Contacted Firm/Vendor	Procurement Category Construction Or Non-Construction	MBE/WBE Status	Contract Amount (\$)	Contract Execution Date
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					

Use additional sheets if necessary

Signature – Authorized Representative	Title (print legibly)	Date

II. TWDB APPROVAL SIGNATURE

Signature indicates the form meets DBE requirements.

DBE Coordinator	Approval Date