

APPENDIX E

BID AND CONTRACT DOCUMENTS FOR ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES

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*Appendix E does not apply to consulting services for Grant Administration. For request for proposals and contract documents for Administration Services, see Appendix D.

E.1 Introduction

Procurement is the process through which an entity obtains goods and services from vendors. Both the federal government and the state of Texas have established a set of procurement rules that apply to TxCDBG-funded projects. The procurement procedures set forth in this chapter comply with both sets of regulations. In addition to applicable federal and state regulations, many local governments have laws and regulations regarding procurement. Grant Recipients must comply with all local laws governing procurement policies. In the event that federal, state, and local law conflict, the most stringent regulation applies.

E.1.1 Summary of Solicitation and Selection Process for Professional Services

Step	Task	Date Completed
Step 1.	Establish or appoint a local <i>Selection Review Committee</i> (Form A501E)	
Step 2.	Determine the scope of services	
Step 3.	Develop <i>RFQ Rating Sheet</i> (Form A502E)	
Step 4.	Develop the Request for Qualifications (RFQ)	
	Cover Letter	
	Scope of Services	
	Engineer/Architect/Surveyor Rating Sheet	
	Outline of Requirements	
	Sample Contract	
	Conflict of Interest Questionnaire	
Step 5.	Advertise the RFQ	
Step 6.	Send the RFQ to at least 5 Individuals or Firms	
Step 7.	Evaluate / Score Proposals (Form from Step 3 & Form A504E or local form)	
Step 8.	Select Respondent and Negotiate Price	
Step 9.	Award Contract	
	Verify SAM.gov Clearance	
	Award Contract via Local Governing Body	
	Prepare and Execute Contract	
	Complete and Submit TDA-GO MSR Form	

E.1.2 Policy Notes for RFQ Procurements:

Competitive Procurement

All engineering services related to TxCDBG projects must be procured competitively, regardless of the source of funds that will pay for the service contracts.

- Engineering services paid in whole or in part with TxCDBG funds must use the step-by-step procurement procedures described below.
- Engineering services paid solely with local or matching funds must use the TxCDBG process or a competitive procurement process found in local policies.

Conflicts of Interest

- A service provider that intends to respond to the Request for Proposals may provide information on TxCDBG procurement procedures, but may NOT participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals¹.
- Engineering firms may qualify to administer a TxCDBG contract; however, the same firm, or any principal or employee thereof, may not perform both engineering and administration on the same TxCDBG contract, regardless of the source of payment.
- No person who might potentially receive benefits from CDBG-assisted activities may participate in the selection, award, or administration of a contract supported by CDBG funding if he or she has a real or apparent conflict of interest.

Eligibility

- All contractors or service providers, including Councils of Government (COGs) and subcontractors, must have their eligibility status verified (not suspended or debarred) in the System for Award Management (www.SAM.gov) *prior* to any formal action authorizing the award of a contract to the contractor (examples of formal action include but are not limited to, authorizing resolution, authorizing ordinance, Council /Commissioners Court approval of award, contract execution, etc.). See *Chapter 5 Procurement Procedures* for more information.

Reporting

Procurements must be reported to TDA via the online grant management system TDA-GO.

- A Materials and Services Report (MSR-01-E) for engineering services is created automatically for each new grant.
- Detailed step-by-step instructions for completing and submitting an MSR in TDA-GO may be found in the [TxCDBG Project Implementation Manual](#), see *Chapter 5 Procurement Procedures* on the TDA website. Click here to access the [TDA-GO](#) system.

E.2 Step-by-Step Guide for Selection of Engineering/Architectural/Land Surveying Services

Step 1. Establish a Local Selection Review Committee

The City/County must establish a Selection Review Committee to determine the criteria to select and rate competing Respondents.

The Committee:

- Must include three or more persons;
- Must include at least one local elected official (such as the mayor or county judge), a member of the elected governing body, or a City/County employee with authority to act on behalf of the local elected official in this capacity; and
- May include the entire local governing body, a subset of the governing body, other officers or employees of the locality, employees or officers of third-party public utilities served through the project, or other relevant persons.

Committee members must have no real or apparent conflict of interest with any Respondent under review, including:

¹ See 2 CFR 200.319(a))

- The individual's spouse, including common law relationships,
- A parent, grandparent, sibling, parent, brother, sister, grandparent, grandchild, or child of the individual or their spouse; and
- A person related to the individual by kinship, adoption, or marriage who resides in the same household.

Once the Selection Committee has been established, upload the Selection Review Committee Appointment form to the Materials and Services Report (MSR-01-E) in TDA-GO identifying the committee members. [\(Click here to view Selection Review Committee Appointment\)](#)

Step 2. Determine the Scope of Services

Determine the scope of services needed to successfully administer the TxCDBG grant agreement. The scope of work should itemize the tasks needed, with timeframes and achievable goals. [\(Click here to view Sample Scope of Services\)](#)

If the engineer is procured for both application assistance (pre-application) and implementation services (post award), the contract should clearly separate costs associated with preparation of the application and those actual engineering associated with the implementation of the TxCDBG project

Step 3. Develop Written Evaluation Criteria

Develop written weighted criteria that will be used to evaluate proposals and determine the contract selection award based on the proposed CDBG project (or potential projects based on regional priorities). **Cost or price cannot be used as a selection factor or included in the RFQ packet**

The local governing body, which has final authority to approve all professional services contracts, should be closely involved in the establishment of these written selection criteria. [\(Click here to view Sample Evaluation Rating Sheet\)](#)

Step 4. Develop the Request for Qualifications (RFQ) Package

Develop an RFQ package to issue to potential respondents. The RFQ package must contain the following three parts. See Sample RFQ in this Appendix.

- **Cover Letter**
- **Request for Qualifications (RFQ)**
 - Scope of services, including specifications and attachments, clearly describing the work required and identifying:
 - Engineering services to prepare a TxCDBG application not eligible for grant or match funding), and
 - Engineering services to design and implement a TxCDBG grant project (eligible for grant or match funding)
 - Engineering Services Rating Sheet (or similar written evaluation criteria) identifying the factors that will be used to determine the contract selection award.
 - Outline of the requirements for a proposal / response, which may include:
 - Statement of qualifications;
 - Work experience and technical expertise
 - Capacity to perform the specific proposed task;
 - Ability to meet schedules;
 - Proximity and familiarity to the area of the proposed work;
 - References – list of past/current clients; etc.
- **Sample Contract**
 - Update the TxCDBG sample engineering contract to include relevant information for the City/County and the proposed application / grant. [\(Click here to view Sample Contract\)](#)
 - Include the Conflict of Interest Questionnaire (Texas Ethics Commission)

Step 5. Advertise the RFQ

Advertise RFQ in a locally distributed newspaper. This may be a paper published in the community, or a regional paper that is available locally. Retain proof of advertisement (tear sheet or clipping with publisher's affidavit). The proposal deadline must be no less than 10 (ten) days after the publication of the advertisement and contact date of the RFQ. ([Click here to view Sample Newspaper Advertisement](#))

Step 6. Send the RFQ to at least five firms or individuals

Prepare a list of potential professional services firms/individuals

- Use the Texas Comptroller of Public Accounts Historically Underutilized Business (HUB) Directory / Centralized Master Bidders List (CMBL). The Texas Comptroller, responsible for administering Texas' statewide HUB Certification Program, has replaced its program under with the Veteran Heroes in Business Certification Program (VetHUB).² ([Click here to search for HUB/CMBL businesses](#))

NOTE: The Office of Management and Budget (OMB) has proposed regulations that would impact this requirement. TDA will update this Guide if/when a final rule is issued and all implementing regulations are similarly revised.

- Include Section 3 businesses, as well as minority-owned, women-owned, and veteran-owned businesses individuals/firms in the listing. TDA recommends sending the direct solicitation to a minimum of two service providers that meet the definition for SBE, MBE, WBE, VBE or Section 3 business. ([Click here to view contact information and HUB categories for firms that have expressed an interest in administering TxCDBG projects](#)).

Send the RFQ package to a **minimum of five individuals/firms** by email, fax, and/or return receipt mail.

- Document reasons for selecting such individuals/firms for local files.
- Document evidence of contacting five (5) individuals/ firms.
 - If email/fax, print verifiable evidence that email/fax was **received** by the intended party, such as a Read Receipt.
 - If USPS mail, send with Return Receipt Service required.

The proposal submission deadline must allow at least ten (10) days after the RFQ was sent to these individuals/firms.

Once the solicitations have been sent and delivery receipt confirmed, upload the documentation to the Materials and Services Report (MSR-01-E) in TDA-GO. The *RFQ Solicitation Record (Form A503E)* may be used as a resource to track this requirement.

Step 7. Evaluate / Score Proposals

After the proposal submission deadline, review each proposal received by the deadline and evaluate the Respondent's experience, work performance, and capacity to perform either:

- By using prior experience with Respondent(s); and/or
- By contacting all references for the Respondent.

Apply the established evaluation criteria to score each Respondent and document ratings.

² Texas Local Government Code, Chapter 2161

NOTE: If only one respondent is received, the selection committee must review the submission to determine whether it is appropriate for the project and document the decision on the score sheet. If the submission is not appropriate, it must be rejected, and a new RFQ must be issued.

Step 8. Select Respondent

Determine the most highly qualified Respondent on the basis of demonstrated competence and qualifications considering all evaluation factors. Once the most qualified Respondent is chosen, then a fair and reasonable price may be negotiated.

If negotiations with the most highly qualified Respondent are unsuccessful, formally end negotiations with that provider. The City/County should then select the next most highly qualified provider and attempt to negotiate a fair and reasonable price. Repeat this process to select and negotiate with providers until a fair and reasonable priced contract can be awarded. Retain records verifying the negotiation process with each Respondent.

Step 9. Award the Contract

Prepare the contract for execution by all parties

- **SAM.gov Eligibility:** Prior to awarding the contract, check the Respondent's status in the System for Award Management (SAM) to verify the Respondent is eligible to participate in the contract if awarded (is not suspended or debarred). (www.SAM.gov) ([Click here to view SAM verification process](#))
- Update the sample contract from the RFQ packet to include the appropriate Respondent's information.
- For communities awarding and executing a contract for engineering services prior to the grant award, TDA recommends the following clause:
EXAMPLE: *Payment of the fees associated with Part III – Payment Schedule of this Agreement shall be contingent upon TxCDBG funding. In the event that grant funds are not awarded to the city/county by TDA through the TxCDBG program, this agreement shall be terminated by the city/county.*

Present the selection to the City Council/Commissioner's Court for award.

- The local governing body has the final authority to award contracts.
- If the Respondent recommended by the Selection Committee is **NOT** awarded, the minutes of the local governing body meeting must include justification for the selection.

Update the MSR with all required information and documentation.

NOTE: TxCDBG funds and matching funds may be used to pay/reimburse engineering services as follows:

- Services performed after the Community Application due date and prior to the date of the TxCDBG grant agreement are known as "pre-agreement costs" and may be requested for reimbursement after the first date of the grant agreement;
- Services performed after the date of the TxCDBG grant agreement and prior to the grant agreement end date may be requested for reimbursement after the services are performed and invoiced, as described in the TxCDBG Project Implementation Manual, *Chapter 2 Financial Management*.

No federal, state, or program requirements are waived based on the date a contract is procured.

E.3 Mandatory Documents for Compliance Monitoring

The City/County must maintain and make available all documentation utilized during the RFQ process, including but not limited to:

No	Required Document	Notes
1	Selection Committee Appointment	Include Names and Titles of Committee Members
2	Proof of Advertisement	Tear Sheet/ Full-page with Date/ Newspaper Clipping with Publisher's Affidavit
3	Proof of Solicitation	Screenshot of the Email Sending the RFQ Proof of Certified Mail Delivery or Email Read Receipt
4	Complete RFQ packet	Cover Letter Request For Qualifications Rating Sheet Sample Contract
5	Proof of Proposals Received	Copy of All Proposals Received (Include Texas Board of Professional Engineer Registration Number)
6	Proposal Evaluation	Rating Sheet Summary Score Sheet
7	SAM Verification	Screenshot of Exclusion Search with Verification Date
8	Minutes of Meeting	Minutes of Local Governing Body Meeting Documenting the Award
9	Executed Contract	Final Signed Contract Including Conflict of Interest Questionnaire (CIQ)

TxCDBG RFQ Selection Review Committee Appointment

The following persons have been appointed to:

- Determine the criteria to select engineering service providers; and
- Review and rate proposals from engineering service providers.

Name	Title/Office/Position
1.	
2.	
3.	

Appointed by:_____

Date:_____

Sample - Engineer/Architect/Surveyor Rating Sheet

Grant Recipient _____

TxCDBG Contract No. _____

Name of Respondent _____

Date of Rating _____

Evaluator's Name _____

Experience -- Rate the respondent for experience in the following areas:**Comments**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Has previously designed _____ type of projects	20	_____	
2. Has worked on federally funded construction projects	10	_____	
3. Has worked on projects that were located in this general region.	10	_____	
Note: Location for A/E (Architect/Engineer) may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. 2 CFR 200.319(b)			
4. Extent of experience in project construction management	15	_____	
5. Current Certification of TxCDBG Project Implementation Training	5	_____	
Subtotal, Experience	60	_____	

Work Performance

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Past projects completed on schedule	10	_____	
2. Manages projects within budgetary constraints	5	_____	
3. Work product is of high quality	10	_____	
Subtotal, Performance	25	_____	

NOTE: Information necessary to assess the Respondent on these criteria should be gathered by contacting past/current clients.**Capacity to Perform**

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
1. Staff Level / Experience of Staff	5	_____	
2. Adequacy of Resources	5	_____	
3. Professional liability insurance is in force	5	_____	
Subtotal, Capacity to Perform	15	_____	

TOTAL SCORE

<u>Factor</u>	<u>Max.Pts.</u>	<u>Score</u>	
☐ Experience	60	_____	
☐ Work Performance	25	_____	
☐ Capacity to Perform	15	_____	
Total Score	100	_____	

TxCDBG RFQ Solicitation Record

Grant / Application Cycle(s): _____

Proposal Deadline: _____

Name of Locally Distributed Newspaper	Date of Publication
1.	

Name of Individuals / Firms Solicited	Contact Information Used (Email address, mailing address, fax number)	HUB Category*	Date Solicitation Sent	Date Delivery Receipt Received
1.				
2.				
3.				
4.				
5.				

* If applicable, identify the relevant Historically Underutilized Business category

- Minority-owned business enterprise (MBE)
- Women-owned business enterprise (WBE)
- Veteran-owned business enterprise (VBE)
- Small business enterprise (SBE)
- Section 3 business (S3)

Appointed by: _____

Date: _____

Evaluation of Competitive Procurement - Non-Construction Services

☐ Administration Services (Request for Proposals)							
☒ Engineering Services (Request for Qualifications)							
☐ Other Services _____ RFP / RFQ							
Applicant Community:							
Evaluation Team: (at least three persons required, including one local official)	Name of Evaluator				Title		
	1. _____				_____		
	2. _____				_____		
	3. _____				_____		
Description of Anticipated Project / Application Cycle:							
Date Solicitation Sent:							
Responses received:	Name of Firm				Date Response Received		
	1. _____				_____		
	2. _____				_____		
	3. _____				_____		
	4. _____				_____		
	5. _____				_____		
Evaluation of Proposals:		Enter for each criterion and proposal: • Points awarded (if scoring was used), or • Evaluation such as Highly Advantageous (H), Advantageous (A), Not Advantageous (N), or Unacceptable (U).					
Name of Firm	Experience	Prior Work Performance	Capacity to Perform	Proposed Cost NOT FOR RFQ	Other _____	Other _____	Notes
1.							
2.							
3.							
4.							
5.							
Firm Recommended:							
Firm Selected:							
* If Firm Selected differs from Firm recommended by Evaluators, provide explanation							
Conflict of Interest Evaluated by:							
☐ No conflicts of interest exist. No persons exercising any functions or responsibilities with respect to TxCDBG activities, including reviewing these proposals or performing any work required to meet the National Program Objective of the TxCDBG grant, have been found to have any financial interest for themselves or their family/business ties to the firm selected.							
Date Awarded by Governing Body:							
Printed Name and Signature of Lead Evaluator:							

SAMPLE 1 - Request for Qualifications (RFQ) - Cover Letter
For Grant Agreement Implementation Only

Date Addressee

(To be sent to 5 or more local/regional firms)

Re: TxCDBG Grant Agreement No. _____

Dear _____ :

Attached is a copy of the City's/County's Request for Qualifications for (name type of work e.g. Engineering/Architectural/Surveying Services) under its Texas Community Development Block Grant agreement with the Texas Department of Agriculture (TDA) to carry out (e.g. water system improvements) in the City/County of _____.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

Insert City/County Contact Person Insert
City/County Mailing Address

The deadline for submission of proposals is (Date & Time - at least ten days from mailing/emailing) _____. The City/County of _____ reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City/County of _____ is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

Mayor/County Judge

[NOTE TO GRANT RECIPIENT: The proposal deadline must be no less than 10 (ten) days after the publication of the advertisement and the contact dates of the RFQ.]

**SAMPLE 2 - Request for Qualifications (RFQ) for
Engineering/Architecture/Surveying Services
Cover Letter**
For Application Preparation and Grant Implementation Services

Date Addressee

(to be sent to 5 or more firms)

Re: Proposed Contract Funding for the _____ (specify year(s) and program fund(s) e.g. 2024-2025 Texas Community Development Fund)

Dear _____:

Attached is a copy of the City/County of _____'s Request for Qualifications for _____ (name type of work e.g. preliminary engineering services and design engineering services). These services are being solicited to assist the City/County of _____ in its application and project implementation of a contract, if awarded, from the _____ (specify year(s) and program fund(s) e.g. 2024-2025 Texas Community Development Fund) of the Texas Community Development Block Grant Program of the Texas Department of Agriculture (TDA). The City/County of _____ will be applying for such funding to support the following _____ (eligible activities e.g. water system improvements - if known) in the City/County of _____.

The submission requirements for this proposal are also included on the attached Request for Qualifications (RFQ) form. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and statement of qualifications to:

Insert City/County Contact Person Insert

City/County Mailing Address

The deadline for submission of proposals is _____ (Date & Time - at least ten days from mailing/emailing). The City/County of _____ reserves the right to negotiate with any and all persons or firms submitting proposals, per the Texas Professional Services Procurement Act and the Texas Grant and Contract Management Standards.

The City/County of _____ is an Affirmative Action/Equal Opportunity Employer.

Sincerely,

Mayor/County Judge

[NOTE TO GRANT RECIPIENT: The proposal deadline must be no less than 10 (ten) days after the publication of the advertisement and the contact dates of the RFQ.]

Sample 1 - Newspaper Advertisement For Grant Implementation Only

(DATE)

(ENGINEERING/ARCHITECTURAL/SURVEYING SERVICES)

PUBLIC NOTICE

The City/County of _____ has recently received a Texas Community Development Block Grant award from the Texas Department of Agriculture (TDA) for _____ (e.g. *water system improvements*). Accordingly, the City/County is seeking to contract with a qualified Engineering/Architectural/Surveying Firm (individual/firm) to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections.

Please submit your proposal of services and a statement of qualifications for the proposed services to the address below:

Insert City/County contact person

Insert City/County full address

Qualifications shall be received by the City/County no later than ____ am/pm on the ____ (*Date*) - which must be at least ten (10) days after this publication and contact dates of the RFQ). The City/County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises, Veteran Business Enterprises, and Women Business Enterprises are encouraged to submit proposals.

The City/County of _____ is an Affirmative Action/Equal Opportunity Employer.

[NOTE TO GRANT RECIPIENT: The proposal deadline must be no less than 10 (ten) days after the publication of this advertisement and the contact dates of the RFQ.]

Sample 2 - Newspaper Advertisement
For Multiple Contracts

(DATE)

ENGINEERING/ARCHITECTURE/SURVEYING SERVICES

PUBLIC NOTICE

The City/County of _____ plans to apply for the upcoming _____ (e.g. *specify years and program fund(s) e.g. 2024-2025 Texas Community Development Fund*) from the Texas Community Development Block Grant (TxCDBG) Program of the Texas Department of Agriculture (TDA). Accordingly, the City/County is seeking to contract with a qualified Engineering/Architectural/Surveying Firm (individual/firm) to prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections. These services are being solicited to assist the City/County in its application preparation and project implementation of a TxCDBG contract, if awarded, to support the following _____ (include eligible activities e.g. *water system improvements - if known*) in the City/County of _____.

Please submit your proposal of services and a statement of qualifications for the proposed services to the address below:

Insert City/County contact person

Insert City/County full address

Proposals shall be received by the City/County no later than ____ am/pm on the ____ (*Date* - which must be at least ten (10) days after this publication and contact dates of the RFQ). The City/County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises, Veteran Business Enterprises, and Women Business Enterprises are encouraged to submit proposals.

The City/County of _____ is an Affirmative Action/Equal Opportunity Employer.

[NOTE TO GRANT RECIPIENT: The proposal deadline must be no less than 10 (ten) days after the publication of this advertisement and the contact dates of the RFQ.]

Sample 3 - Newspaper Advertisement (Combined)
PROCUREMENT OF ENGINEERING/ARCHITECTURAL &
ADMINISTRATION/PROFESSIONAL SERVICES
For Application Preparation and Grant Implementation Services

PUBLIC NOTICE

The City/County of _____ intends to participate in the Texas Community Development Block Grant program through the Texas Department of Agriculture (TDA). These services are being solicited to assist the City/County in its application and administration of the TxCDBG Grant Agreement, if awarded, to support the following:

- [2027 Community Development Fund, *one or more projects classified as regional first priority (water and sewer improvements; housing rehabilitation)*;
- 2028 Community Development Fund, if offered by TDA, *one or more projects classified as regional first priority (water and sewer improvements; housing rehabilitation)*;
- 2027 Downtown Revitalization Program, sidewalk and related improvements; and
- 2028 Downtown Revitalization Program, sidewalk and related improvements.]

Accordingly, the City/County is separately soliciting (A) proposals from Administrative Consultants for Application Preparation and Project Administration and (B) qualifications from Texas-Registered Engineers to provide engineering services associated to Application Preparation and Project Implementation. Firms and/or individuals should have past experience with federally funded programs. Please submit a proposal of services and/or a statement of qualifications to:

Insert City/County contact person
Insert City/County full address

Submittals shall be received by the City/County no later than ____ am/pm on _____ (Date). The same firm will not be awarded contracts to provide both services. The City/County reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards. Section 3 Residents and Business Concerns, Minority Business Enterprises, Small Business Enterprises, Veteran Business Enterprises and Women Business Enterprises are encouraged to submit proposals.

The City/County of _____ is an Affirmative Action/Equal Opportunity Employer

[NOTE TO GRANT RECIPIENT: The proposal deadline must be no less than 10 (ten) days after the publication of this advertisement and the contact dates of the RFP/RFQ.]

Sample RFQ for Engineering/Architectural/Surveying Services For Grant Agreement Implementation Only

The City/County of _____ is seeking to enter into an [engineering/architectural/surveying] services contract with a state-registered [engineer/architect/surveyor]. The following outlines this request for qualifications.

- I. Scope of Work - The [engineering/architectural/surveying] contract will encompass all project-related [engineering/architectural/surveying] services to the City/County of _____, including but not limited to the following:
- Preliminary and final design plans and specifications;
 - Preparation of the bid packet;
 - Conduct all field testing and inspections (interim and final); and
 - Other special services.

Please specify actual tasks to be performed under each of these categories. A copy of the project description for these ____ (describe project) improvements is attached.

- II. Statement of Qualifications - The City/County of _____ is seeking to contract with a competent [engineering/architectural/surveying] firm, registered to practice in the State of Texas, that has had experience in the following areas:
- Municipal construction including but not limited to [project type], projects;
 - Registered and in good standing as a professional engineer per the Texas Engineering Practice Act
 - Federally-funded construction projects; and
 - Projects located in this general region of the state
 - Engineer/Firm is not debarred or suspended from participating in federal or federally assisted projects in the System for Award Management (SAM) www.SAM.gov.

As such, please provide within your proposal a list of past local government clients, as well as resumes of all [engineers/architects/surveyors] that will or may be assigned to this project if you receive the [engineering/architectural/surveying] services contract award.

Also, please provide a copy of your current certificate of insurance for professional liability.

- III. Evaluation Criteria - The proposals received will be evaluated and ranked according to the following criteria:

<u>Criteria</u>	<u>Maximum Points</u>
Experience	60
Work Performance	25
Capacity to Perform	<u>15</u>
Total	100

- IV. For this RFQ, Respondent's qualifications will be evaluated and the most qualified Respondent will be selected, subject to negotiation of fair and reasonable compensation.

For costs of architectural/engineering (A/E) professional services, negotiations must occur after the initial selection of the engineer or architect as price cannot be used as a selection factor. (See 2 CFR 200.320(b)(2)(iv) and Texas Government Code § 2254.004)

Deadline for Submission - The proposals received will be received no later than (Date) at the following address: _____.

DISCLAIMER: This sample draft document was developed for TxCDBG grant projects and does not include all applicable provisions. This document has important legal consequences. Please consult with your legal counsel with respect to its completion or modification to ensure that it is in compliance with any appropriate local, state and federal laws applicable.

SAMPLE CONTRACT **ENGINEERING/ARCHITECTURAL/SURVEYOR SERVICES**

PART I **AGREEMENT**

THIS AGREEMENT, entered into this ____ day of _____, by and between the CITY/COUNTY OF _____, hereinafter called the "City"/"County", acting herein by _____ hereunto duly authorized, and _____ hereinafter called "Firm," acting herein by _____.

WITNESSETH THAT:

WHEREAS, the City/County of _____ desires to [implement/construct/etc.] the following: _____ [describe project] under the general direction of the Texas Community Development Block Grant (hereinafter called "TxCDBG") Program administered by the Texas Department of Agriculture (TDA); and Whereas the City/County desires to engage to render certain engineering/surveyor/architectural services in connection with the TxCDBG Project, Grant Agreement Number _____.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services

The Firm will perform the services set out in Part II, Scope of Services.

2. Time of Performance - The services of the Firm shall commence on _____ In any event, all of the services required and performed hereunder shall be completed no later than _____.

3. Local Program Liaison - For purposes of this Agreement, the [e.g. City Manager/County] or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Firm. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.

4. Access to Records - The U.S. Department of Housing and Urban Development (HUD), Inspectors General, the Comptroller General of the United States, the Texas Department of Agriculture (TDA), and the City/County, or any of their authorized representatives, shall have access to any documents, papers, or other records of the Firm which are pertinent to the TxCDBG award, in order to make audits, examinations, excerpts, and transcripts, and to closeout the City/County's TxCDBG contract with TDA.

5. Retention of Records - The Firm shall retain all required records for three years after the City/County makes its final payment and all pending matters are closed.

6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed \$_____. Payment to the Firm shall be based on satisfactory completion of identified milestones in Part III - Payment Schedule of this Agreement.

7. Indemnification - The Firm shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the City/County and its agency members from and against any and all claims, costs, suits, and damages, including attorney's fees, arising out of the Firm's performance or nonperformance of the activities, services or subject matter called for in this Agreement, and shall assume full responsibility for payments of Federal, State and

local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

- a. This Agreement shall be construed under and accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in _____ County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.
- e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to an incorporated into this Agreement.

9. Extent of Agreement

This Agreement, which includes Parts I-V, [*and if applicable*, including the following exhibits/attachments:] represents the entire and integrated agreement between the City/County and the Firm and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both City/County and the Firm.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: _____

(Local City/County Official)

(Printed Name)

(Title)

BY: _____

(Firm/Contractor's Authorized Representative)

(Printed Name)

(Title)

PART II

SCOPE OF SERVICES

The Firm shall render the following professional services necessary for the development of the project:
(Choose appropriate contracted services)

SCOPE OF SERVICES

1. Attend preliminary conferences with the City/County regarding the requirements of the project.
2. Determine necessity for acquisition of any additional real property/easements/right-of-ways (ROWs) for the TxCDBG project and, if applicable, furnish to the City/County:
 - a. Name and address of property owners;
 - b. Legal description of parcels to be acquired; and
 - c. Map showing entire tract with designation of part to be acquired.
3. Make any necessary surveys of existing rights-of-way, topography, utilities, or other field data required for proper design of the project. Provide consultation and advice as to the necessity of the City/County providing or obtaining other services such as auger borings, core borings, soil tests, or other subsurface explorations; laboratory testing and inspecting of samples or materials; other special consultations. The Firm will review any tests required and act as the City/County's representative in connection with any such services.
4. Prepare railroad/highway permits.
5. Prepare a preliminary engineering/architectural study and report on the project in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the City/County, to include preliminary layouts, sketches and cost estimates for the project, and to set forth clearly the Firm's recommendations; to be completed within _____ days of execution of this Agreement.
6. Furnish the City/County copies of the preliminary report, if applicable (additional copies will be furnished to the City/County at direct cost of reproduction).
7. Make periodic visits, no less than every 30 days during the construction period, to the construction site to observe the progress and quality of the work, to ensure that the work conforms with the approved plans and specifications, and to determine if the work is proceeding in accordance with the Agreement.
8. Furnish the City/County a written monthly status report at least seven (7) days prior to the regularly scheduled council/commissioner's court meeting until the project is closed by TDA. The format for this report is attached to this Agreement as Exhibit 1.
9. Submit detailed drawings and plans/specifications to appropriate regulatory agency(ies) and obtain clearance.
10. Prepare bid packet/contract documents/advertisement for bids. At the time the bid packet is completed, the Firm shall also furnish to the City/County an updated written Estimate of Probable Costs for the Project.
11. Make 10-day call to confirm prevailing wage decision.
12. Incorporate any and all wage rate modifications or supersedes via bid addendum (if applicable).
13. Conduct bid opening and prepare minutes.
14. Tabulate, analyze, and review bids for completeness and accuracy.
15. Accomplish construction contractor's eligibility verification through www.SAM.gov.
16. Conduct pre-construction conference and prepare copy of report/minutes.
17. Issue Notice to Proceed to construction contractor.
18. Provide in all proposed construction contracts deductive alternatives where feasible, so that should the lowest responsive base bid for construction exceed the funds available, deductive alternatives can be taken to reduce the bid price.

19. Design for access by persons with disabilities for those facilities to be used by the public in accordance with Public Law 504.
20. Use TDA-approved forms for instructions to bidders, general conditions, contract, bid bond, performance bond, and payment bond.
21. Consult with and advise the City/County during construction; issue to contractors all instructions requested by the City/County; and prepare routine change orders if required, at no charge for engineering services to the City/County when the change order is required to correct errors or omissions by the Firm; provide price analysis for change orders; process change orders approved by City/County and the Firm and submit to TDA for approval prior to execution with the construction contractor.
22. Review shop and working drawings furnished by contractors for compliance with design concept and with information given in contract documents (contractors will be responsible for dimensions to be confirmed and correlated at job site).
23. Resolve all payment requests within 14 days of receipt of signed pay request from the construction contractor.
24. Based on the Firm's on-site observations and review of the contractor's applications for payment, determine the amount owed to the contractor in such amounts; such approvals of payment to constitute a representation to the City/County, based on such observations and review, that the work has progressed to the point indicated and that the quality of work is in accordance with the plans, specifications and contract documents.
25. Recommend that a 10% retainage is withheld from all payments on construction contracts until final acceptance by the City/County and approval by TDA, unless State or local law provides otherwise.
26. Prepare Certificate of Construction Completion and Clean Lien Certificate. A Clean Lien Certificate may be prepared for each of the Prime Contractor(s) and each of the subcontractor(s).
27. Conduct interim/final inspections.
28. Revise contract drawings to show the work as actually constructed, and furnish the City/County with a set of "record drawings" plans.
29. The Firm will provide a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this contract. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media, such as compact disc (CD), which are compatible with computer systems owned or readily available to the owner. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the Firm shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to the City/County. In addition, complete documentation as to the content and layout of the data files and the name of the software package(s) used to generate the data and maps shall be provided to the owner in written form.

SUBCONTRACTS

1. No work under this Agreement shall be subcontracted by the Firm without prior approval, in writing, from the City/County.
2. The Firm shall, prior to proceeding with the work, notify the City/County in writing of the name of any subcontractors proposed for the work, including the extent and character of the work to be done by each.
3. If any time during progress of the work, the City/County determines that any subcontractor is incompetent or undesirable, the City/County will notify the Firm who shall take reasonable and immediate steps to satisfactorily cure the problem, substitute performance, or cancel such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing

contained in this Agreement shall create any contractual relation between any subcontractor and the City/County.

4. The Firm will include in all contracts and subcontracts in excess of \$150,000 a provision which requires compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). The provisions shall require reporting of violations to TDA and to the Regional Office of the Environmental Protection Agency (EPA).
5. The Firm will include in all contracts and subcontracts in excess of \$150,000 provisions or conditions which will allow for administrative, contractual or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
6. The Firm will include in all contracts and subcontracts in excess of \$10,000 provisions addressing termination for cause and for convenience by the City/County including the manner by which it will be effected and the basis for settlement..
7. The Firm will include in all contracts and subcontracts provisions requiring compliance with the following, if applicable:
 - a. Prime construction contracts in excess of \$2,000, compliance with the Davis-Bacon Act, as amended (40 U.S.C.3141-3144, 3146-3148) as supplemented by Department of Labor regulations (29 CFR part 5);
 - b. Prime construction contracts in excess of \$2,000, compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR part 3)
 - c. Contracts greater than \$10,000, the inclusion of the Equal Opportunity clause provided under 41 CFR 60-1.4(b) (Executive Order 11246);
 - d. Section 3 of the Housing and Urban Development Act of 1968;
 - e. Contracts exceeding \$100,000, compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352);
 - f. For contracts in excess of \$100,000 that involve the employment of mechanics or laborers, compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708), including work week requirements and safety conditions for workers, as supplemented by Department of Labor regulations (29 CFR Part 5); and
8. The Firm will include in all negotiated contracts and subcontracts a provision which indicates that funds will not be awarded under this contract to any party which is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 2 CFR Part 2424. A certification shall be provided and received from each proposed subcontractor under this contract and its principals.
9. The Firm will include in all negotiated contracts and subcontracts a provision to the effect that the City/County, TDA, the Texas Comptroller of Public Accounts, the Comptroller General of the United States, the U.S. Department of Housing and Urban Development (HUD), or any of their duly authorized representatives, shall have access to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract, for the purpose of making audit, examination, excerpts, and transcriptions.
10. The Firm will include in all contracts and subcontracts a requirement that the contractor maintain all relevant project records for three (3) years after the City/County has made final payment to the contractor and all other pending matters are closed.

STANDARD OF PERFORMANCE AND DEFICIENCIES

1. All services of the Firm and its independent professional associates, consultants and subcontractors will be performed in a professional, reasonable and prudent manner in accordance with generally accepted professional practice. The Firm represents that it has the required skills and capacity to perform work and services to be provided under this Agreement.
2. The Firm represents that services provided under this Agreement shall be performed within the limits prescribed by the City/County in a manner consistent with that level of care and skill ordinarily exercised by other professional consultants under similar circumstances.

3. Any deficiency in Firm's work and services performed under this contract shall be subject to the provisions of applicable state and federal law. Any deficiency discovered shall be corrected upon notice from City/County and at the Firm's expense if the deficiency is due to Firm's negligence. The City/County shall notify the Firm in writing of any such deficiency and provide an opportunity for mutual investigation and resolution of the problem prior to pursuit of any judicial remedy. In any case, this provision shall in no way limit the judicial remedies available to the City/County under applicable state or federal law.
4. The Firm agrees to and shall hold harmless the City/County, its officers, employees, and agents from all claims and liability of whatsoever kind or character due to or arising solely out of the negligent acts or omissions of the Firm, its officers, agents, employees, subcontractors, and others acting for or under the direction of the Firm doing the work herein contracted for or by or in consequence of any negligence in the performance of this Agreement, or by or on account of any omission in the performance of this Agreement.

PART III PAYMENT SCHEDULE

City/County shall reimburse the Firm for professional services provided upon completion of the following project milestones per the following percentages of the maximum contract amount:

Milestone	% of Contract Fee
• Approval of Preliminary Engineering Plans and Specifications by City/County.	20%
• Approval of Plans and Specifications by Regulatory Agency(ies).	30%
• Completion of bid advertisement and contract award.	20%
• Completion of construction staking.	10%
• Completion of Final Closeout Assessment and submittal of "As Builts" to City/County.	10%
• Completion of final inspection and acceptance by the City/County.	10%
Total	100%

NOTE: Percentages of payment listed here are general guidelines based on engineering services typically provided. These are negotiable, and should serve only as a guide. Payment schedule should be tied directly to the actual Scope of Work identified in Part II - Scope of Services.

SPECIAL SERVICES

Special Services shall be reimbursed under the following hourly rate schedule: (List all applicable services to include overhead charge).

Registered Surveyor	\$ _____
Survey Crew (3 members)	\$ _____
Project Engineer	\$ _____
Engineering Technician	\$ _____
Project Representative	\$ _____
Draftsman	\$ _____

The fee for all other Special Services shall not exceed a total of _____ and No/100 Dollars (\$_____). The payment for these Special Services shall be paid as a lump sum, per the following schedule:

1. The Firm shall be paid upon completion of surveying, necessary field data, and acquisition data, if applicable, the sum of _____ and No/100 Dollars (\$_____).
2. The Firm shall be reimbursed the actual costs of necessary testing based on itemized billing statements from the independent testing laboratory, plus a _____ percent (____%) overhead charge. All fees for testing shall not exceed a total of _____ and No/100 Dollars (\$_____).
3. The payment requests shall be prepared by the Firm and be accompanied by such supporting data to substantiate the amounts requested.
4. Any work performed by the Firm prior to the execution of this Agreement is at the Firm's sole risk and expense.

PART IV

TERMS AND CONDITIONS

1. Termination of Agreement for Cause. If the Firm fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Firm violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the City/County shall have the right to terminate this Agreement by giving written notice to the Firm of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Firm pursuant to this Agreement shall, at the option of the City/County, be turned over to the City / County and become the property of the City / County. In the event of termination for cause, the Firm shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Firm shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of the Agreement by the Firm, and the City/County may set-off the damages it incurred as a result of the Firm's breach of the contract from any amounts it might otherwise owe the Firm.

2. Termination for Convenience of the City/County.

City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

[Parties should include the manner by which such termination will be effected and the basis for settlement or any other terms and conditions concerning payment upon such termination.

3. Changes. The City/County may, from time to time, request changes in the services the Firm will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Firm's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Amendment and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. *[This section may also provide for the qualifications of the mediator(s), the locale of meetings, time limits, or any other item of concern to the parties.]* If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.

- a. The Firm represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the City/County.
- b. All of the services required hereunder will be performed by the Firm or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
- c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the City/County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Firm shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the City/County thereto; Provided, however, that claims for money by the Firm from the City/County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the City/County.

7. Reports and Information. The Firm, at such times and in such forms as the City/County may require, shall furnish the City/County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Firm shall insure that the City/County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. The Firm and the City/County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Firm under this contract are confidential and the Firm agrees that they shall not be made available to any individual or organization without the prior written approval of the City/County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Firm.

11. Compliance with Local Laws. The Firm shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Firm shall save the City/County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.

- a. Governing Body. No member of the governing body of the City/County and no other officer, employee, or agent of the City/County, who exercises any functions or responsibilities in

connection with administration, construction, engineering, or implementation of TxCDBG award between TDA and the City / County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.

- b. Other Local Public Officials. No other public official, who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the TxCDBG award between TDA and the City/County, shall have any personal financial interest, direct or indirect, in the Firm or this Agreement; and the Firm shall take appropriate steps to assure compliance.
- a. The Firm and Employees. The Firm warrants and represents that it has no conflict of interest associated with the TxCDBG award between TDA and the City/County or this Agreement. The Firm further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the TxCDBG award between TDA and the City/County or in any business, entity, organization or person that may benefit from the award. The Firm further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension (Executive Orders 12549 and 12689)

The Firm certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, or otherwise excluded from or ineligible for participation in federally-assisted programs under Executive Orders 12549 (1986) and 12689 (1989). The term "principal" for purposes of this Agreement is defined as an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Firm. The Firm understands that it must not make any award or permit any award (or contract) at any tier to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

Federal Civil Rights Compliance.

14. Equal Opportunity Clause (applicable to federally assisted construction contracts and subcontracts over \$10,000).

During the performance of this contract, the Firm agrees as follows:

- a. The Firm will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Firm will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Firm agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- b. The Firm will, in all solicitations or advertisements for employees placed by or on behalf of the Firm, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

- c. The Firm will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The Firm will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Firm's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The Firm will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The Firm will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - g. In the event of the Firm's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Firm may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - h. The Firm will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Firm will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a Firm becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Firm may request the United States to enter into such litigation to protect the interests of the United States.
15. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

16. Section 109 of the Housing and Community Development Act of 1974. The Firm shall comply with the provisions of Section 109 of the Housing and Community Development Act of 1974. No person in the United States shall on the ground of race, color, national origin, religion, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.
17. Section 504 of the Rehabilitation Act of 1973, as amended. The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.
18. Age Discrimination Act of 1975. The Firm shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
19. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (if contract greater than or equal to \$100,000) The Firm certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining this contract. The Firm shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

20. Economic Opportunities for Section 3 Residents and Section 3 Business Concerns.

- (a) The work to be performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this Contract agree to comply with HUD's regulations in 24 CFR part 75, which implement section 3. As evidenced by their execution of this Contract, the parties to this Contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- (c) The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 75. The Contractor will not subcontract with any subcontractor where the Contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 75.
- (d) The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 75. Minimum expectations of effort to direct employment opportunities to such workers are identified in the TxCDBG Project Implementation Manual.
- (e) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this Contract for default, and debarment or suspension from future HUD assisted contracts.

**PART V
PROJECT TIME SCHEDULE
ENGINEERING/ARCHITECTURAL/SURVEYOR
PROFESSIONAL SERVICES**

INSERT YOUR OWN TIME SCHEDULE

Exhibit 1.

MONTHLY STATUS REPORT

Grant Recipient: _____ Date Submitted: _____

Grant No.: _____ Reporting Period: _____

Project Status:

Date of Last Inspection: _____

Name of Inspector: _____

Inspection Description:

Projected Date of Construction Completion: _____

Amount of Last Pay Request: _____

Date of Last Pay Request: _____

Status of Last Pay Request: _____

List of Subcontractors Onsite

Name

Date Cleared by Grant Administrator

**This report may be e-mailed or faxed to the Grant Recipient*

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.