



## Request for Qualifications

### *Engineering Services*

City of Abernathy, Texas

Submit qualifications to:

City of Abernathy  
Attn: Julie Arrington, City Administrator  
811 Avenue D  
PO Box 310  
Abernathy, Texas 79311

#### **Proposal Deadline:**

Submissions must be received (not postmarked) by 2:00 p.m. on  
December 2, 2025, 2025.

## OFFICIAL SIGNATURE PAGE

The undersigned, in submitting these qualifications, represents that he/she is: (i) duly authorized to submit these qualifications and (ii) an equal opportunity employer, and will not discriminate against any protected classes in the performance of this agreement.

The undersigned hereby certifies that the enclosed proposal is submitted in accordance with all instructions, specifications, definitions, conditions contained herein and that the undersigned is aware that failing to submit a conforming proposal may result in rejection of proposal.

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

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Print: \_\_\_\_\_

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

Date: \_\_\_\_\_

## GENERAL INFORMATION

The City of Abernathy, Texas (the “City”) is soliciting responses from firms with professional qualifications and experience in providing municipal engineering services. Statements of qualifications will be accepted from individuals, firms, or groups of firms who can demonstrate they have the resources, experience, and qualifications to provide a range of engineering services.

It is the City’s intent to obtain engineering services on an as-needed basis to act on behalf of the City in engineering-related activities associated with City planning, infrastructure assessment, construction, and maintenance. The successful firm will provide a single person who will serve as the City’s Principal Engineer, Engineer of Record, and primary contact. The span of services requested herein need not be provided solely through or by that individual but may be provided by any number of qualified individuals within the firm selected. Subcontractors to the successful firm may provide services to the City with the approval of the City Manager.

For the purpose of this Request for Qualifications (“RFQ”), the term City Engineer will be used hereafter to refer to the successful firm.

The City Engineer will be required to provide the services requested at or through their own facilities. The City does not provide an office or technical support for the work of the City Engineer.

It is the City’s intent to choose one, two, or three firms to provide the requested services. It is the responsibility of the submitter to ensure all proposal materials are received by the City on or before the deadline. Late submissions will not be considered. Submissions must be received no later than 2 p.m. on December 2, 2025 at:

City of Abernathy  
Attn: Julie Arrington, City Administrator  
811 Avenue D  
PO Box 310  
Abernathy, Texas 79311

An original copy must be signed by a representative authorized to bind the company. Submissions submitted by facsimile or email are not acceptable and will not be considered. The original signed proposal, three (3) duplicates and a flash drive are to be submitted in sealed packages with the name of the Submitter and RFQ title clearly marked on the outside of the package.

The successful proposer(s) will be required to enter into a Professional Services Agreement, which will include the requirements of this RFQ, as well as other requirements. By submitting a proposal, the proposer agrees to all the terms of the RFQ and subsequent agreement unless exceptions to such are stated by the proposer in its proposal. The City reserves the right to enter into negotiations with the successful proposer(s) to consider requested exceptions or changes to the Agreement or the RFQ. If negotiations are unsuccessful, the City reserves the right to discontinue negotiations and commence negotiations with the next highest-ranking proposer(s). Nothing herein shall obligate the City to award an agreement to any responding firm.

The City reserves the right to reject any and all submissions and to waive any minor informalities or irregularities contained in any proposal. Acceptance of any statement of qualifications submitted pursuant to this RFQ shall not constitute any implied intent to enter into an agreement. The City reserves the right to call for new submissions, and to award the agreement to another firm if deemed to be in the best interest of the City.

The City reserves the right to cancel, for any or no reason, in part or in its entirety, this RFQ. If the City cancels the RFQ, all proposers will be notified in writing.

The award, if any, will be made to the firm(s) who, in the City's sole discretion, is best able to perform the required services in a manner most beneficial to the City. The City shall be the sole judge of its own best interest, the proposal, and the resulting negotiated agreement. The City's decisions will be final.

Submissions may be withdrawn any time prior to the official opening. Request for non-consideration of submissions must be made in writing to the City Manager.

The City will NOT be responsible for any costs incurred by any proposer in the preparation or submittal of their respective proposal.

Questions regarding this RFQ are to be directed by email to: Julie Arrington, City Administrator, at [j.arrington@cityofabernathy.org](mailto:j.arrington@cityofabernathy.org) for clarification purposes only and must be received by 12 p.m. on November 17, 2025. Material changes, if any, to the scope of services or procedures will only be transmitted by written addenda to be posted on the City website. Prospective proposers are responsible for checking the City website ([www.cityofabernathy.org](http://www.cityofabernathy.org)) for addenda.

All proposers should be aware that all documents submitted are subject to disclosure under the Texas Public Information Act (Government Code Section 552).

## **STATE LAW REQUIREMENTS FOR CONTRACTS**

The contents of this section are required by Texas Law.

1. No Boycott of Israel, Chapter 2270 Texas Government Code: By signature on this RFQ, proposer verifies that proposer does not boycott Israel and will not boycott Israel during the term of the agreement.
2. Discrimination Against Firearm and Ammunition Industries, Chapter 2274 of the Texas Government Code: By signature on this RFQ, proposer verifies that proposer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of the agreement against a firearm entity or firearm trade association.
3. Prohibition on Boycotting Energy Companies, Chapter 2276 of the Texas Government Code: By signature on this RFQ, proposer verifies that proposer does not boycott energy companies and will not boycott energy companies during the term of the agreement.
4. Iran, Sudan, or Designated Terrorist Organizations: By signature on this RFQ, proposer represents that proposer is not listed on the Texas Comptroller of Public Accounts' list of companies that do business with Iran, Sudan, or designated foreign terrorist organizations.

## **CONFLICT OF INTEREST**

Pursuant to Chapter 171 of the Texas Local Government Code, no City or public official shall vote on or participate in this agreement if said official has a direct or indirect substantial financial interest in a business entity or real property relating to this agreement. Any party, if required, shall file a conflict of interest statement or questionnaire in accordance with Chapter 176 of the Texas Local Government Code which has been included as Attachment A.

## **QUALIFICATION EVALUATION**

Evaluation will be made on the basis of the criteria included below:

1. Proposed Personnel—Qualifications, professional experience and skills of the firm overall and of the proposed team members.
2. Ability to meet the requirements of the scope of services and service delivery timelines through an efficient and effective allocation of resources.
3. Client References—Performance on similar projects based on input from references. The City also reserves the right to contact the clients that terminated contracts with the firm as listed in the firm's submittal.
4. Completeness of the proposal submitted and responsiveness to the RFQ.

## QUALIFICATIONS

Submissions will only be considered from firms normally engaged in providing the types of products and services specified herein. The City reserves the right to inspect the firm's facilities, products, personnel, and organization at any time, or to take any other action necessary to determine the firm's ability to perform. The City reserves the right to reject submissions in which evidence or evaluation is determined to indicate inability to perform. The City reserves the right to interview any or all responding firms or to award an agreement without conducting interviews.

## ABOUT THE CITY

The City of Abernathy, population 2,839, is located in Lubbock County and Hale County, approximately fifteen miles north of the City of Lubbock.

Over the last several years, the City has seen exceedingly high levels of development which has led to a higher than normal volume of building services and capital planning needs. With limited staff, it has become imperative to the continued growth of our community to solicit qualifications for engineering services.

## PROPOSAL CALENDAR

The following is a list of key dates up to, and including, the tentative award:

<b>DATE</b>	<b>ACTIVITY</b>
October 31, 2025	RFQ Released
November 17, 2025	Questions Due
November 24, 2025	Answers/Addenda Released
December 2, 2025	Qualifications Due

## **PROPOSAL FORMAT**

To be considered for selection, submit the following information in keeping with the following format and by identifying each item by number and include a table of contents:

### **1. Letter of Introduction**

Briefly describe the firm and the name, address, e-mail, and phone number of the contact person as well as a summary of the understanding of the scope of services and overall approach to the scope of services. The letter should be signed by an officer of the proposing firm authorized to bind the firm to all commitments made in the proposal.

### **2. Experience and Qualifications**

a. Provide a brief description of your firm and a statement of the firm's qualifications for performing the required services. Include the type of organization (partnership, corporation, etc.) and the number of employees.

b. Discuss the qualifications and experience of the proposed consultant team and include an organizational chart showing functional and reporting relationships within the proposed team. Outline the experience and qualifications of key management and/or supervisory personnel.

c. Provide a clear conceptual plan that addresses all items set forth in the scope of services in the order in which they appear in the scope of services section of this RFQ. Include any additional services that you believe are appropriate for the City to consider. Indicate features, skills and/or services which distinguish your firm and make it the better choice for the City. Indicate how the resources of your firm (e.g., number and type of personnel allocated by hours) will be allocated.

d. Describe the firm's ability to control costs and provide accurate and timely invoices; to monitor and stay within budget; to monitor schedule and review times and describe the techniques used to complete projects and/or tasks.

### **3. Previous Relevant Projects and References**

a. If applicable, provide up to four (4) references from clients, preferably Texas municipalities, for whom your firm provided similar services within the last three (3) years. The references should identify the client, a contact name and telephone number, a description of the services provided and the location where the service was performed.

b. List all public agencies for which contracts with your firm were terminated in the last five (5) years. Show names of organizations and names and telephone numbers of persons who can be contacted. Firms may provide a brief explanation of the reasons for termination.

### **4. Proposed Agreement**

If available, provide a draft copy of the proposed form of agreement for review.

## **SCOPE OF WORK**

Nothing in this RFQ shall obligate the City to select a firm or enter any agreement with a firm. Services shall be contingent on a mutually agreed scope of work, fee proposal, and availability of budgeted funds.

The following scope of services is included as a guide for the proposer. It is designed to identify the service level expected from the successful individual, firm or group of firms and as such should be modified and augmented based upon the experience of the firm as necessary to provide services.

### **1. General Services**

- a. The City Engineer shall be capable of performing numerous disciplines such as general civil engineering, planning, surveying, architectural design, geotechnical analysis, construction management, environmental reviews, floodplain management, or at a minimum have the ability to coordinate with firms that provide such services.
- b. The City Engineer will review and provide professional services for a variety of issues including plat review, right-of-way requirements (acquisitions, dedications, and easements), site development and subdivision plans, drainage and flood control, subdivisions and planned unit development agreements.
- c. The City Engineer shall manage capital projects with regard to engineering, planning, budget and cost management, compliance with the state and federal regulations, contract administration, construction management, construction engineering and inspection, and quality assurance and material testing.
- d. The City Engineer shall recommend regulations and ordinances pertaining to engineering and development matters.
- e. The City Engineer shall serve as the City's Flood Plain Manager and perform all required evaluations, recommendations, and reporting in that role.

### **2. Drainage Reviews**

The City Engineer will perform all drainage reviews of site development within the City limits as required by and in compliance with the City's Drainage Criteria Manual and TCEQ regulations.

### **3. Environmental Services and Regulatory Agency Interactions**

The City Engineer will provide technical review of and answer inquiries relating to site, building, subdivision, improvement, land disturbance, floodplain development, and construction plans, and escrows relating to various projects proposed by applicants to be developed in the City, to ensure that such conform to City Codes and all State and Federal regulations.

### **4. CAD and GIS Capabilities**

Must have computer-aided drafting and geographical information system experience and capabilities and will, upon request, provide electronic files to the City.

**5. Work Product, Reporting and Communication**

- a. The City Engineer will be expected to provide the City with copies of all work products without limitation, to include reports, analyses, correspondence, plans, drawings, and any other document produced in connection with the relationship with the City in printed and electronic form as requested. The City shall own all rights, title and interest, including all copyrights and intellectual property rights to all documents that are created in connection with the relationship with the City.
- b. The City Engineer will be expected to attend periodic meetings of the City Council in addition to meeting with City Staff and developers.

**6. Professional Engineer Requirement**

- a. The selected firm must assign to the City a minimum of one (1) staff person who is a Professional Engineer licensed to practice in the State of Texas.

**INSURANCE REQUIREMENTS**

Firms providing services for the City shall, during the entire term of the agreement with the City, including any renewals or extensions thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificates of insurance shall contain the following provisions:

- 1. Firm must provide Commercial General Liability (including contractual and completed operations) – Products Liability and Independent Contractors Coverage with limits of not less than \$500,000 Combined Single Limit Per Occurrence for both Bodily Injury and Property Damage. The City should be named as an additional insured on all General Liability policies.
- 2. Firm must provide Workman’s Compensation insurance in accordance with the laws of the State of Texas with Employee’s Liability with a limit of not less than \$500,000.
- 3. Firm shall furnish the City with certificates of insurance demonstrating such coverages and endorsements at least ten (10) working days prior to the first day of service.

## MAXIMUM SERVICE DELIVERY TIMEFRAMES

The City has established “Maximum Timeframes” for delivery of Engineering Services related to new development. The firm shall provide adequate personnel, based on the level of development activity within the City at any given time, to ensure that the following timeframes are met.

### Plan Review Turn-Around Times:

- Residential Subdivisions – 5 Business Days
- Commercial Properties – 10 Business Days
- All Re-checks – 5 Business Days

*Exceptions are made for Holidays. Timeframes may vary depending on the complexity of the project.*

**ATTACHMENT A**  
**CONFLICT OF INTEREST QUESTIONNAIRE**

**NEXT PAGE**

# 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**

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
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:

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(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.