



REQUEST FOR QUALIFICATIONS ANNOUNCEMENT

RFQ #16-0043

Dated: November 9, 2015

The City of Arlington ("City") is seeking a response to this Request for Qualifications (RFQ) from consultants interested in providing professional engineering services needed for the Division Street Enhancement Project.

Qualifications, in accordance with the specifications and scope of work below, will be accepted until 5:00 p.m. on Friday, December 4, 2015.

GENERAL INFORMATION

The City of Arlington reserves the right to accept or reject any or all qualifications and to accept only those qualifications that are in the best interest of the City.

There is no expressed or implied obligation for the City to reimburse responding firms for any expenses incurred in preparing responses to this request.

To be considered, one (1) original (so marked), four (4) copies, and one (1) electronic file of the response must be received prior to the due date and time.

During the evaluation process, the committee reserves the right, where it may serve the City's best interest, to request additional information or clarification from responders, or to allow corrections of errors or omissions. At the discretion of the committee, firms submitting responses may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all responses and to use any ideas included in a response regardless of whether that response is selected. Submission of a response indicates acceptance by the firm of the conditions contained in this request for qualifications (RFQ), unless clearly and specifically noted in the response and confirmed in the contract between the City and the firm selected.

The prospective contractor certifies by submission of their qualifications that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal, state, or local department or agency.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL:

This project will include federal funds. The assigned DBE goal for participation in the work to be performed under this contract is 10.0% of the contract amount. The DBE goal can be achieved using the prime consultant, the subcontractors, or both.

The provider shall furnish evidence of compliance with the assigned DBE goal, or evidence of a good faith effort acceptable to the selection committee to meet the assigned goal, on Item 5: Key Personnel and Subcontractors.

TxDOT maintains the Texas Unified Certification Program Disadvantaged Business Enterprise (TUCP DBE) Directory, which lists businesses alphabetically and by work category. Each subcontractor listed to meet the assigned DBE subcontracting goal must be DBE-certified in the Subsector 541 NAICS Code applicable to the type of service being offered by that firm. A firm not DBE-certified in the Subsector 541 NAICS Code applicable to the type of service being offered will not be counted toward the assigned DBE subcontracting goal. For example:

- A firm offering architecture services must be DBE-certified in 541310 Architectural Services.
- A firm offering engineering services must be DBE-certified in 541330 Engineering Services.

- A firm offering surveying services must be DBE-certified in 541370 Surveying and Mapping (except Geophysical) Services.
- A firm offering environmental services must be DBE-certified in either 541330 Engineering Services or 541620 Environmental Consulting Services.
- A firm offering materials testing services must be DBE-certified in either 541330 Engineering Services or 541380 Testing Laboratories.

Additional information on the NAICS Codes can be found at the following link, in the Table for Small Business Size Standards, under the heading for Subsector 541 – Professional Scientific and Technical Services: www.sba.gov/content/small-business-size-standards.

PROJECT OVERVIEW

The City of Arlington adopted the Hike and Bike System Master Plan in August of 2011. This Plan calls for a variety of sidewalk facilities in specific locations throughout Arlington. The City intends to design sidewalks along Division Street (SH 180) between Cooper Street and Collins Street. This project will be funded through the Congestion Mitigation and Air Quality Improvement Program (CMAQ) and as such will have Texas Department of Transportation (TxDOT) oversight and must meet all federal guidelines. The project shall meet all relevant State laws and requirements including the Americans with Disabilities Act (ADA) and all applicable TxDOT construction details.

PROJECT SCOPE

The City of Arlington is seeking professional engineering design work to develop the design of sidewalks and ADA ramps that will be funded and implemented with CMAQ funds. As a federal program, all federal guidelines for professional service firms and contracting will apply. Approximately 1 mile of sidewalks must be designed in an area with limited available right-of-way along Division Street (SH 180) between Cooper and Collins Streets.

The selected consultant shall provide professional design and engineering services for the preparation of a PS&E (plans, specifications and estimates) bid package. The plans shall show survey monuments, existing public and franchise utilities (both underground and overhead), locations of trees, roadways, mailboxes and other site elements within the existing right-of-way or easements that may impact final design and construction of improvements. Improvements shall include all modifications required to the paving, curb and gutter, drainage system, traffic signals and controls, sidewalks, pavement markings (striping, crosswalks, stop bars, etc.), ADA ramps, lighting, traffic signs, and other related improvements.

In addition to the design plans for the proposed improvements, the PS&E package shall also include detailed traffic control plans. The consultant shall be responsible to send out preliminary utility notices to all utility companies. The consultant shall prepare the specifications in compliance with the TxDOT Standard Specifications for this type of project. The consultant shall also be responsible for any and all submittals including all subsequent design revisions for TxDOT and potential project meetings with the City of Arlington and TxDOT. Consultant will also be required to handle all coordination of paperwork with TxDOT and NCTCOG for this CMAQ project.

The consultant will also prepare required documentation for environmental clearances in compliance with the National Environmental Policy Act (NEPA). The project is anticipated to be eligible for Categorical Exclusions (CE) or Programmatic Categorical Exclusions (PCE).

The consultant will also prepare a photometric analysis of the existing lighting. The City is interested in having the photometric analysis generated using a software package such as AGI 32, or an equivalent.

Exhibit "A" is a copy of the Local Transportation Project Advance Funding Agreement for a CMAQ Program: Bike/Pedestrian Project On-System between the City of Arlington and TxDOT.

The consultant shall be available as necessary to answer questions received from bidders during bidding process. The consultant shall not be responsible for the inspection and construction management services, as such services will be provided by the TxDOT. However, the consultant shall answer any questions related to their plans during construction.

ROLE OF CONSULTANT

The consultant will furnish all required labor, materials, supplies, and travel required in connection with the project. The City expects that the project staff will include individuals with expertise in sidewalk design work.

ROLE OF THE CITY

The City will make available copies of any relevant reports, studies, or other resources as may be needed for the completion of the project.

The City's Contract Administrator will be Christina Sebastian, Senior Planner, or a designated representative, who will coordinate the services to be provided by the City to the consultant. Technical information regarding the Division Street sidewalk design will be provided to the consultant by Christina Sebastian, Senior Planner.

CONTACT WITH CITY COUNCIL, STAFF AND ADVISORS

All questions concerning this RFQ must be directed to: Christina Sebastian, Senior Planner via email at christina.sebastian@arlingtontx.gov. The questions must be in writing and received on or before Friday, November 20, 2015 at 5:00 pm. Questions will be answered through an addendum, released Wednesday, November 25, 2015 at 5:00 pm.

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one RFQ Respondent secures or attempts to secure an unfair advantage over another RFQ Respondent or creates a situation where there is an appearance of impropriety in contacts between the RFQ Respondent or RFQ agent or RFQ contractor and City officials.

After release of the RFQ, no officer, employee, agent or representative of the Respondent shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this Request for Qualifications, except as herein provided.

Contacts by the Respondent with City staff when such contacts do not pertain to this proposal are exempt from this provision. Examples include:

Private (non-business) contacts with the City by the Respondent's employees acting in their personal capacity;

Contact made to conduct business with the City of Arlington or City of Arlington programs, unrelated to this RFQ;

Presentations and/or responses to inquiries initiated by City Staff; and if a representative of the Respondent has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the RFQ.

If a representative of any company or party submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in a Respondent being disqualified from the process.

REQUEST FOR QUALIFICATIONS

Responses to this RFQ should be provided in the following numbered format as listed below. The maximum number of pages for the entire response is 30 pages.

1. Project Team. Provide a brief description of the firm, including the number of years the firm has been in existence, range of professional services, office location(s), and staff size. (2 pages max)
2. Relevant Experience with Federal Funding. The City is interested in the experience of the firm and/or the proposed project leaders on similar projects with federal funding and environmental clearance. Please

provide information regarding up to five (5) projects with federal funding and include the following items in the narrative:

- project name and location;
- year completed;
- owner representative's name, title, address, and phone number;
- project description; and
- name of project manager and members of the project team.

Projects must have been completed within the last five (5) years. *(1 page max per project)*

3. Relevant Experience with ADA. Firms must be experienced with accessibility guidelines based on the Americans with Disabilities Act (ADA) and be experienced with sidewalk design. Please provide information regarding up to five (5) sidewalk projects and include the following items in the narrative:

- project name and location;
- year completed;
- owner representative's name, title, address, and phone number;
- project description; and
- name of project manager and members of the project team.

Projects must have been completed within the last five (5) years. The projects listed in this section should be different projects than the projects shown in Item 2. *(1 page max per project)*

4. Organization Chart. Please include an organizational chart that indicates the project's key personnel and their responsibilities. This chart should also include any proposed subcontractors. *(No max within overall 30-page limit)*
5. Team and Key Personnel. Provide for each of the key personnel and subcontractors related work experience, education, training, and any other pertinent data that would demonstrate competence and experience in this type of work. This portion of the submittal shall include a resume for each proposed individual. Please note if any proposed individual would be a subcontractor or consultant outside the lead firm. Explain the firm's past experience with each subcontractor listed. No change in the proposed key personnel or subcontractors will be approved without express written consent of the City. *(No max within overall 30-page limit)*
6. Principal Contact. Identify the project's principal contact and contact information. *(1 page max)*
7. Schedule. Provide a graphic timeline and project schedule with key milestones identified. *(1 page max)*
8. Methodology. Describe a general project approach that could be employed to complete the project. Describe a process or project that was used in the past to successfully complete a similar project. *(3 pages max)*
9. Conflict of Interest. The firm should list and describe any prior or ongoing engagements or professional relationships that would constitute a potential conflict of interest, together with a statement explaining why such relationships do not constitute a conflict of interest relative to performing the proposed project. The firm covenants and agrees that the firm and its officers, employees, and subcontractors will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, that will conflict in any manner with the performance of the services called for under this RFQ. *(1 page max)*
10. Texas Licensure and Registration. An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly registered/licensed to practice in the State of Texas. *(1 page max)*

11. Identification of Potential Problems. The response should identify and describe any potential problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the City. (3 pages max)

CRITERIA FOR EVALUATION OF QUALIFICATIONS

Responses will be evaluated based on the following criteria:

15 Points	Completeness of the proposal and compliance with required format
25 Points	Depth of response, strength of methodology, and the completeness of the proposed scope of work
20 Points	Understanding of the project and its needs and issues
15 Points	Experience in federally funded project requirements and process
15 Points	Experience with previous sidewalk design projects
10 Points	Consultant Ratings and/or Past Performance on City Projects

CONSULTANT SELECTION PROCESS

Qualifications will be evaluated by a committee of City of Arlington staff. This committee will select the top five (5) rated prospective firms using the above criteria whose responses best demonstrate the competence and qualifications needed to perform the services required for this project. Each prospective firm will be given the opportunity to make a presentation to the selection committee, followed by questions from the selection committee. Notice will be given as to the time and place of the presentation. Based on the score of the submitted qualifications plus the presentation by each prospective firm, the selection committee will select the most qualified firm for the project. The City of Arlington and the selected firm will then enter into fee negotiations for the project. In the event that the City of Arlington and the first selected firm cannot agree on reasonable fees for the project, negotiations will be stopped and the next qualified firm will be selected to enter into fee negotiations for the project.

Upon selection, the consultant will participate in the final development of the project's structure, scope, sequence, timeline for completion, and other performance measures required to meet the indicated contractual responsibilities. A formal contract for professional services will be executed through the Arlington City Attorney's Office, with coordination through the Community Development and Planning Department.

SUBMISSION OF QUALIFICATIONS

The original, four (4) copies, and one (1) electronic file must be submitted by **5:00 pm on Friday, December 4, 2015**. Please submit qualifications to the address below:

**Community Development and Planning
Christina Sebastian
101 West Abram Street
PO Box 90231 MS 01-0260
Arlington, TX 76004-3231**

Proposals may also be delivered in person to the Community Development and Planning Department One Start Center on the 2nd floor of City Hall, located at 101 W. Abram Street, Arlington.

NOTE: Absolutely no faxed or e-mailed qualifications will be accepted. The City of Arlington shall not consider any request for extension of the deadline for qualifications.

TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4: The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l). The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the City, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the City's Purchasing Manager, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the City makes final payment. For all contracts involving Federal funds in excess of \$10,000, the City reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

IF SELECTED STANDARD INSURANCE REQUIREMENTS MAY APPLY

- A. CONSULTANT shall, at its own expense, purchase, maintain and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by CITY, nor shall CONSULTANT allow any subcontractor to commence work on its own subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this Contract shall be written on an "occurrence" basis, except for professional liability, which shall be on a "claims made" basis. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, statutory limits as required by law; Employers Liability Insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease-each employee, \$1,000,000.00 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, fully insuring Consultant's liability for injury to or death of employees of CITY and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence and \$2,000,000 aggregate.
 3. Comprehensive Automobile and Truck Liability Insurance, covering owned, hired and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage.
 4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000.00 per occurrence and \$2,000,000 aggregate. Any such policy of insurance and the Declarations Page therefore shall identify if coverage is being provided on an "occurrence" or "claims-made" basis. If this coverage is being provided on a claims-made basis, CONSULTANT must maintain this policy for a period of two (2) years after the completion of the project or shall purchase the extended reporting period or "tail" coverage insurance providing equivalent coverage for the same period of time.

B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:

1. Name CITY as an additional insured as to all applicable coverage, except worker's compensation and professional liability insurance;
2. Each policy will require that thirty (30) days prior to the expiration, cancellation, non-renewal or any material change in coverage, a notice thereof shall be given to CITY by certified mail to:

Risk Manager
City of Arlington MS# 63-0700
Post Office Box 90231
Arlington, Texas 76004-3231

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to CITY is required; CONSULTANT shall also notify CITY within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal or any material change in coverage it receives from its insurer(s).

3. The term "Owner" or "CITY" shall include all authorities, boards, bureaus, commissions, divisions, departments and offices of CITY and the individual members, employees and agents thereof in their official capacities, and/or while acting on behalf of CITY;
4. The policy phrase "Other Insurance" shall not apply to CITY where CITY is an additional insured on the policy; and
5. All provisions of the Contract concerning liability, duty, and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. CITY's decision(s) thereon shall be final;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. The General and Automobile liability policies required herein shall be written with an "occurrence" basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against CITY for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval or failure to act by CITY regarding any insurance supplied by CONSULTANT (or any subcontractors) shall not relieve CONSULTANT of full responsibility or liability for damages and

accidents as set forth in the Contract documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and,

4. No special payments shall be made for any insurance that the CONSULTANT and subcontractors are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

Exhibit "A"

CSJ # 0008-07-034
District # 02 –Fort Worth
Code Chart 64 # 01750
Project: Bike/Pedestrian Trail
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §
COUNTY OF TRAVIS §

**LOCAL TRANSPORTATION PROJECT
ADVANCE FUNDING AGREEMENT
For A
Congestion Mitigation and Air Quality Improvement Program (CMAQ):
Bike/Pedestrian Project
On-System**

THIS Local Project Advance Funding Agreement (LPAFA) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Arlington, acting by and through its duly authorized officials, called the "Local Government."

WITNESSETH

WHEREAS, a Master Agreement between the Local Government and the State has been adopted and states the general terms and conditions for transportation projects developed through this LPAFA; and,

WHEREAS, the Texas Transportation Commission passed Minute Order Number 114125 that provides for the development of, and funding for, the Project described herein; and,

WHEREAS, the Governing Body of the Local Government has approved entering into this LPAFA by resolution or ordinance dated February 24, 2015, which is attached to and made a part of this agreement as Attachment A for the development of the Project. A map showing the Project location appears in Attachment B, which is attached to and made a part of this agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. Period of the Agreement

The period of this LPAFA is as stated in the Master Agreement, without exception.

2. Termination of this LPAFA

Termination of this LPAFA shall be under the conditions as stated in the Master Agreement. This LPAFA may be terminated by the State if the Project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds.

3. Amendments

Amendments to this LPAFA shall be made as described in the Master Agreement, without exception.

4. Scope of Work

The scope of work for this LPAFA is described as constructing new bike trail, sidewalks, pedestrian lighting, benches, landscaping, informational kiosks, trash receptacles, and bike racks on SH 180 (Division) from Cooper Street/FM 157 to Collins Street in Arlington.

5. Right of Way and Real Property

Right of way and real property shall be the responsibility of the Local Government as stated in the Master Agreement, without exception.

6. Utilities

Adjustment of utilities will be provided by the Local Government as required and as stated in the Master Agreement, without exception.

7. Environmental Assessment and Mitigation

Environmental assessment and mitigation will be carried out as stated in the Master Agreement. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

Compliance with Texas Accessibility Standards and the Americans with Disabilities Act (ADA) will be as stated in the Master Agreement, without exception.

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government as stated in the Master Agreement. The Local Government is responsible for performance of any required architectural or preliminary engineering work. For projects on the state highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the state highway system, the design shall, at a minimum, conform to applicable *American Association of State Highway and Transportation Officials* design standards. The State may review and comment on the work as required to accomplish the public purposes of the State. The Local Government will cooperate fully with the State in accomplishing these local public purposes to the degree permitted by State and Federal law.

10. Construction Responsibilities

Construction responsibilities will be carried out by the State as stated in the Master Agreement.

11. Project Maintenance

Project maintenance will be undertaken as provided for in the Master Agreement, without exception.

12. Local Project Sources and Uses of Funds

A. A Project Budget Estimate is provided in Attachment C. The State and the Federal Government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for one hundred percent

(100%) of the cost of any work performed under its direction or control before the Federal spending authority is formally obligated.

- B.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- C.** A Source of Funds estimate based on the Transportation Improvement Program (TIP) is also provided in Attachment C. Attachment C shows the percentage and estimated dollar amount to be contributed to the project by federal, state, and local sources. The parties agree that the LPAFA may be amended from time to time as required to meet the funding commitments based on revisions to the TIP, Federal Project Authorization and Agreement (FPAA), or other federal document.
- D.** The Local Government is responsible for all non-federal and non-state funding, unless otherwise provided for in this agreement or through amendment of this agreement. Where a Special Approval has been signed by the State, the Local Government shall only in that instance be responsible for overruns in excess of the amount to be paid by the Local Government.
- E.** Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment C. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering for the project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs.
- F.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation Trust Fund." The check or warrant shall be deposited by the State in an escrow account to be managed by the State. Funds in the escrow account may only be applied by the State to the Project. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.
- G.** If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than State or Federal Regulations, or if any other locally proposed changes, including but not limited to plats or replats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests either through negotiations or eminent domain

proceedings, including but not limited to expenses related to relocation, removal, and adjustment of eligible utilities.

- H. When a Special Approval has been signed by the State so that the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification of those amounts.
- I. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Any entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- J. Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party.
- K. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Document and Information Exchange

The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar document. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate including types of activities and month in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

14. Incorporation of Master Agreement Provisions

This LPAFA incorporates all of the governing provisions of the Master Agreement in effect on the date of final execution of this LPAFA, unless an exception has been made in this agreement.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Debarment Certification

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

17. Cost Principles and Office of Management and Budget (OMB) Audit Requirements

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

18. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City Manager City of Arlington P.O. Box 90231 MS 01-0260 Arlington, TX 76004-3231	Director of Contract Services Office Texas Department of Transportation 125 E. 11 th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

19. Civil Rights Compliance

The Local Government shall comply with the regulations of the U.S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

20. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

21. Federal Funding Accountability and Transparency Act Requirements

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>
- B. The Local Government agrees that it shall:
 - 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in Federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 - 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses

and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and

3. Report the total compensation and names of its top five (5) executives to the State if:
 - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

22. Single Audit Report

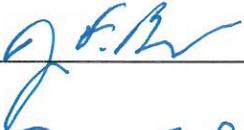
- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.
- B. If threshold expenditures are met during the Local Government's fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 E. 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at <http://www.txdot.gov/inside-txdot/office/audit/contact.html>. The expenditure threshold for fiscal years beginning prior to December 31, 2014 is \$500,000; the expenditure threshold for fiscal years beginning on or after December 31, 2014 is \$750,000.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

23. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

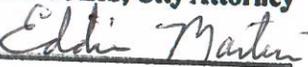
THE LOCAL GOVERNMENT

Signature 

Typed or Printed Name James F. Paragon

Title Deputy CITY MANAGER

Date 3-20-15

APPROVED AS TO FORM:
TERIS SOLIS, City Attorney
BY 

THE STATE OF TEXAS

Kenneth Stewart
Director of Contract Services
Texas Department of Transportation

Date 05/21/15

CSJ # 0008-07-034
District # 02 –Fort Worth
Code Chart 64 # 01750
Project: Bike/Pedestrian Trail
Federal Highway Administration
CFDA # 20.205
Not Research and Development

**ATTACHMENT A
RESOLUTION OR ORDINANCE
(SEE ATTACHMENTS)**

Resolution No. 15-041

A resolution authorizing the execution of a Local Transportation Project Advanced Funding Agreement with the Texas Department of Transportation to expend Congestion Mitigation and Air Quality Improvement funds for the Division Street Enhancement Project for an estimated City participation amount of \$239,576.70

- WHEREAS, the City was awarded \$840,620 in federal Congestion Mitigation and Air Quality funds from the North Central Texas Council of Governments in 2006; and
- WHEREAS, the \$840,620 amount requires a 20 percent local match of \$210,155 for a total project cost of \$1,050,775; and
- WHEREAS, on August 2, 2011, by Ordinance No. 11-038, the City Council adopted the Hike and Bike System Master Plan; and
- WHEREAS, on September 16, 2014, by Resolution No. 14-246, the City Council authorized the expenditure of TIRZ 1 funding for the design, right-of-way acquisition, and construction of sidewalk and lighting facilities on Division Street; NOW THEREFORE

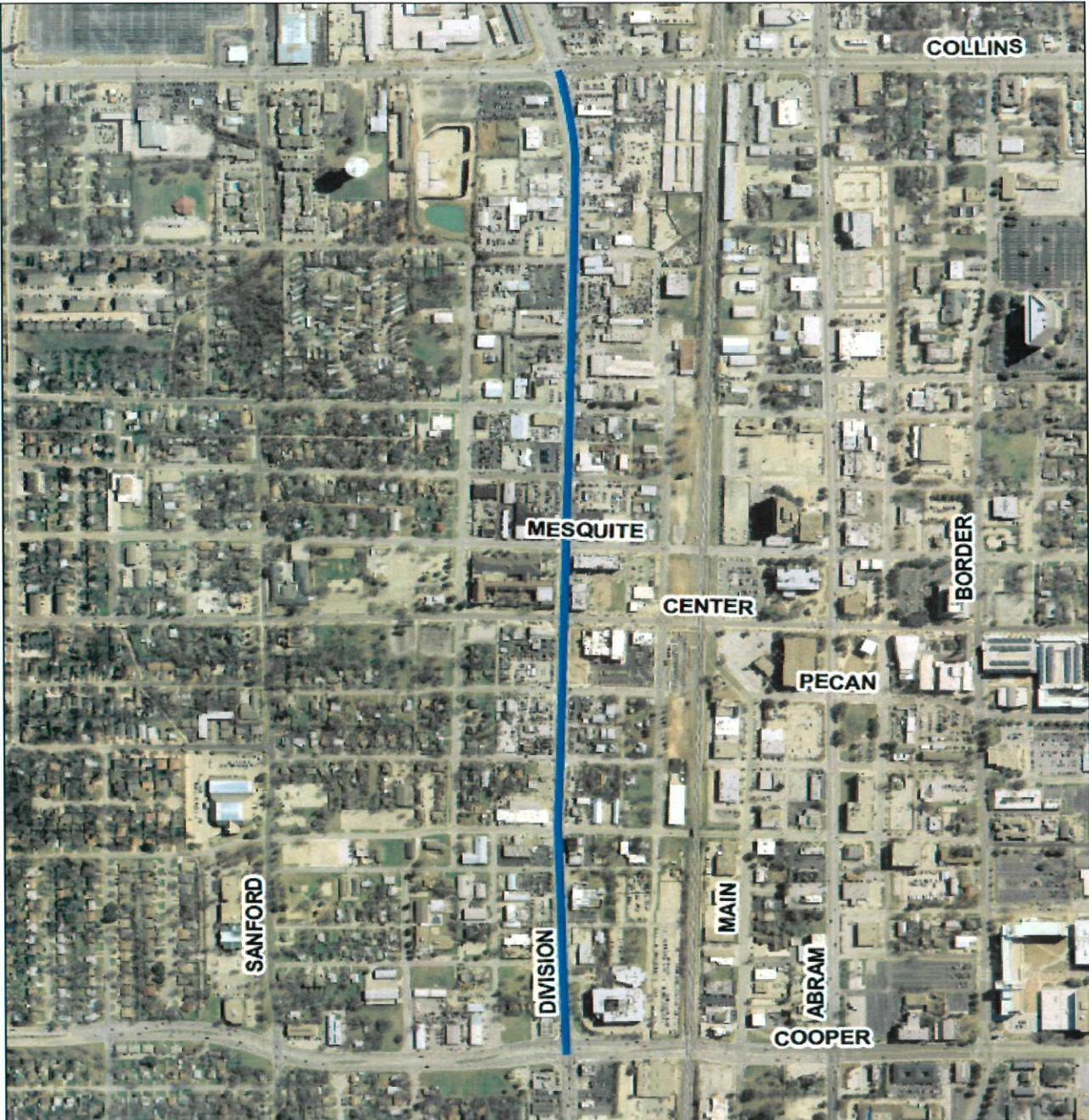
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ARLINGTON, TEXAS:

I.

That the City Manager or his designee is hereby authorized to execute a Local Transportation Project Advanced Funding Agreement with the Texas Department of Transportation to expend Congestion Mitigation and Air Quality Improvement funds for the Division Street Enhancement Project. A 20 percent local match in the amount of \$210,155 must be provided by the City. The City will also be responsible for a local portion of direct state costs, estimated by TxDOT to be \$15,675. Based on previous projects completed by the City with TxDOT, an additional \$13,746.70 in direct state costs has been included in cost estimates by the City to cover any overages. The City's estimated total participation amount is \$239,576.70. Funds are available in TIRZ #1 account 3025-480102-61002.

CSJ # 0008-07-034
District # 02 –Fort Worth
Code Chart 64 # 01750
Project: Bike/Pedestrian Trail
Federal Highway Administration
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Not Research and Development

ATTACHMENT B PROJECT LOCATION MAP



DIVISION STREET BIKE/PEDESTRIAN TRAIL

CSJ: 0008-07-034

 Project Limits



0 250 500 Feet

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

Prepared: 1-6-2015



**ATTACHMENT C
 PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS**

Costs will be allocated based on applicable Federal funding and a fixed amount of Local Government funding until Local Government funding reaches the maximum obligated amount. The State will then be responsible for 100% of the costs.

Work Performed by the Local Government				
Description	Total Est. Cost	Federal Funding	Payments by State	Local Participation
		Cost	Cost	Cost
Right of Way	\$645,000	\$516,000	\$0	\$129,000
Environmental	\$5,000	\$4,000	\$0	\$1,000
Engineering	\$95,000	\$76,000	\$0	\$19,000
Work Performed by the State				
Description	Total Est. Cost	Federal Funding	State Participation	Payments by Local Gov't
		Cost	Cost	Cost
Construction	\$305,775	\$244,620	\$0	\$61,155
State Costs for Review, Inspection, and Oversight of Work Performed by the Local Government				
Description	Total Est. Cost	Federal Funding	State Participation	Payments by Local Gov't
		Cost	Cost	Cost
Environmental Direct State Costs	\$250	\$200	\$0	\$50
Right of Way Direct State Costs	\$30,000	\$24,000	\$0	\$6,000
Engineering Direct State Costs	\$4,750	\$3,800	\$0	\$950
Utility Direct State Costs	\$2,250	\$1,800	\$0	\$450
Construction Direct State Costs	\$41,127	\$32,902	\$0	\$8,225
Indirect State Costs	\$60,314	\$0	\$60,314	\$0
TOTAL	\$1,189,466	\$903,322	\$60,314	\$225,830

Initial payment by the Local Government to the State: \$7,450.00

Payment by the Local Government to the State before construction: \$69,380.00

Total payment by the Local Government to the State \$76,830.00

The total amount of Local Government participation shall not exceed the amount appearing above.