2017 REQUEST FOR QUALIFICATIONS

FOR THE

WATER UTILITIES DEPARTMENT CAPITAL PROGRAM

September 9, 2016

The City of Arlington, Water Utilities Department desires to obtain your firm's contact information and qualifications to assist us in making informed decisions when selecting consultants for specific capital improvements projects.

Please follow the instructions in this Request for Qualification (RFQ) for submittals. Submittals received after the stated time and date shall be rejected as non-responsive. Submittals that do not meet the requirements outlined in this RFQ may, at the City's discretion, be deemed non-responsive. This is an annual RFQ for design of Capital Program projects and consultants that do not submit will not be considered for potential projects until the RFQ for the next capital budget year. However, when necessary, due to the nature of a project, we may issue project specific Requests for Qualifications at any time.

1.0 SCHEDULE

SUBMITTALS OF YOUR FIRM'S INTEREST AND QUALIFICATIONS SHALL BE RECEIVED NO LATER THAN 4:30 P.M., OCTOBER 7, 2016.

Any questions related to the proposal shall be submitted by email to Jessie Allen, P.E., Senior Engineer/Operations at Jessie.Allen@arlingtontx.gov no later than noon, September 23, 2016.

Submit six (6) copies and one CD containing a single .pdf file to the address below:

City of Arlington
Water Utilities Department
City Hall – 2nd Floor
101 W. Abram Street
Arlington, TX 76010
Attn: Jessie Allen, P.E., Senior Engineer/Operations

Note: Absolutely no faxed or emailed qualifications will be accepted.

2.0 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.

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.

Each responding firm 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.

Respondents must possess the required professional license(s) to practice in Texas.

3.0 PROJECT CATEGORY

Engineering and professional services implemented by the Water Utilities Department generally fall into the project categories below:

Category Number	Anticipated number of projects	Category and Description
1	1	**Water Treatment Instrumentation, Control, and SCADA** Generally includes: o Inspection of SCADA equipment o Recommendations on software updates o Programming / Configuration modifications to SCADA o Control system design o SCADA related technical assistance, training, and troubleshooting
2	1	**Water Treatment Miscellaneous Engineering Support** Generally includes: o Process mechanical, electrical, and structural design of water treatment facilities o Civil site design o Pump and Hydraulic evaluations
3	1	**Water Treatment Miscellaneous Structural Engineering Support**
4	1	**Water Treatment Miscellaneous Electrical Engineering Support**
5	3	**Small Diameter Pipeline Design** Generally includes: o Design of water and sanitary sewer pipelines, ranging in size from 8-inch to 16-inch
6	2	**Large Diameter Sanitary Sewer Pipeline Design** Generally includes: o Design of sanitary sewer pipelines, ranging in size from 24-inch to 66-inch
7	1	**Aerial Pipeline Crossing Design** Generally includes: o Design of aerial crossing of water and sanitary sewer pipelines o Localized stream stabilization design
8	2	**Sanitary Sewer Flow Monitoring**

4.0 PROPOSAL SUBMITTAL REQUIREMENTS

If you have more than one office in the region, please coordinate one response and provide one point of contact for each category of work. If a team of firms is proposed for the project, the team must be

structured in a manner where one firm is the prime (contracting party) and the other(s) will be a sub-contractor to the prime.

The response to this RFQ should be as concise as possible while adhering to the format and information requirements described below.

- The minimum font size shall be 10 pt. on 8 ½ x 11 size paper;
- Only spiral or comb binding will be accepted;
- Dividers with tabs separating each Project Category

The response to this RFQ shall be organized in the following manner:

GENERAL INFORMATION

- Cover letter with general prime firm information, including number of years in business and size of firm (1 page)
- Download, complete, and insert the Consultant Contact Sheet (1 page)

PROJECT CATEGORIES

There is no limitation to the number of categories you can submit. Provide a separate divider and the following information for each category for which you wish to be considered:

Team Organization

The City of Arlington expects the team listed in the proposal to perform the work on the project. The team organization shall:

- Be no more than two (2) pages in length
- Contain the following information:
    - Organizational chart
    - Project Manager/Team Qualifications
        - Brief education and experience summary
        - Short list of project experience related to the category

Project Experience

Provide up to three (3) recent projects that illustrate the firm's ability to perform services required for this category. The projects shall be directly associated with the key personnel identified in Section 1. Each project description shall:

- Be no more than one (1) page in length
- Be completed within the last five (5) years
- Be for a municipal or other governmental agency
- Contain the following information:
    - Project name, scope, location, cost, and year completed
    - Client name, phone number, and point of contact
    - Roles of Project Manager and key personnel

Sign and Sealed Plan Sheet

If applicable to the project category, provide one (1) – 11" x 17" plan sheet from one of the recent projects listed in Project Experience.

5.0 SELECTION AND NEGOTIATION

A staff committee will evaluate the responses. 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.

The staff committee will evaluate and select a pool of firms for each category. The City will then select a consultant from the pool and work in good faith with the successful consultant to negotiate an appropriate scope of work and fee for the specific project. Timing of contract negotiations will be dependent upon project schedule. If a satisfactory fee cannot be successfully negotiated with the selected consultant within twenty-one (21) calendar days of notice of selection, the City may move to another consultant and negotiate a contract to perform the work.

Lobbying of selection committee members, City staff or City Council Members will not be permitted or tolerated during the RFQ process.

6.0 MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE) INITATIVE

In addition to the RFQ, by completing the check box on the Consultant's Contact Sheet, the responding firm affirms and understands the City's MWBE initiative and agrees to make efforts to utilize certified MWBE and/or Arlington firms.

As a matter of policy with respect to the City's project and procurements, the City encourages the use, if applicable, of certified MWBE contractors, subcontractors, and suppliers where at least fifty-one (51%) of the ownership of said contractor, subcontractor, or supplier is owned, operated and controlled by qualified ethnic groups. In the selection of subcontractors, the consultant agrees to said policy and use good faith effort(s) and award such company and/or persons for work on projects resulting from this RFQ. During scoping of the specific project, the selected consultant will be asked to provide a list of work types that MWBE and/or Arlington firms could potentially perform on the project.

7.0 ENGINEERING SERVICES CONTRACT

If selected, the consultant shall agree with the terms set forth in the City's Engineering Services Contract, which is appended at the end of this RFQ for reference. The consultant will need to take special note of the Insurance Requirements in the Engineering Services Contract. It is highly recommended that the consultant review the Engineering Services Contract prior to submittal of the RFQ. Revisions or deviations from the City's Engineering Services Contract may not be entertained after selection.

8.0 RIGHT TO TERMINATE

The City of Arlington reserves the right to terminate this process at any time. No guarantee is expressed or implied that obligates the City to contract the engineering services for the proposed projects. The City will not be liable for any costs associated with responding to this RFQ, for the firm's participation in the presentation, or any costs associated with negotiations.

9.0 CONSULTANT TEAM CONTINUITY

Since this is an annual RFQ, engineering services contracts will be negotiated throughout the year. It is the City's desire that the consultant team included in the submittal be used for the project for which they are selected. Prior to negotiating the contract, the City will verify that the original team is intact and that the consultant has available resources for the project. If any members of the original team are not available for the contract, the City will request a revised organization chart and qualifications for the new team members. The City reserves the right to approve the revised team, request modifications to the revised team, or reject the team and move to negotiations with the next qualified consultant.

END OF RFQ

Attachment - ESC

Attachment – Consultant Contact Sheet

THE STATE OF TEXAS §

ENGINEERING SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is made and entered into this _____ day of _____, 20 ____, by and between the City of Arlington, Tarrant County, Texas, a municipal corporation, hereinafter called "City" and _____, hereinafter called "Engineer," whose address is _____.

W I T N E S S E T H:

That in consideration of the terms and conditions contained herein the parties do mutually agree as follows:

I.

Employment of Engineer

Engineer will perform all services under this contract to the prevailing engineering professional standards consistent with the level of care and skill ordinarily exercised by members of the engineering profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely action. If Engineer is representing that he/she has special expertise in one or more areas to be utilized in this contract, then Engineer agrees to perform those special expertise services to the appropriate local, regional or national professional engineering standards. Engineer will provide services necessary for the construction of improvements to City's infrastructure, the location and extent of which is known as: **_____, City of Arlington Project No. _____,** being located within the City of Arlington, Tarrant County, Texas, and hereinafter referred to as the "Project." The services to be performed by Engineer under this Contract include but are not limited to the services described in attached Scope of Services/Exhibit "A" which is attached and referenced herein as if written word for word.

II.

Compensation to Engineer

A. City agrees to pay to Engineer for all services outlined in Section III, a base design fee in an amount not to exceed $_____. The following services are not included in this base fee:

1. Services required by Section III.A., Additional Services, for which cost is set out in III.A.

2. Work necessary to perform the design field survey as described in III.B., Field Survey Work, for which cost is set out in II.B.

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3. Work necessary for the preparation of right-of-way and/or easement acquisition data as described by Section III.F., Right-of-Way Determination, for which cost is set out in II.C.

4. Work necessary to design the water and sanitary sewer improvements as described by Section III.G., for which cost is set out in II.E.

B. All costs associated with performing the design field survey as outlined in III.B. shall be paid to Engineer by City in an amount not to exceed $_____.

C. All costs associated with right-of-way acquisition data, as outlined in III.F., shall be paid to Engineer by City on an hourly fee basis as shown in Attachment "A" in an amount not to exceed $_____ unless mutually agreed to in writing by the parties hereto. Attachment "A" is hereby incorporated within this contract as if written word for word. In no case shall more than seventy-five percent (75%) of this amount be paid until all right-of-way acquisition data is accepted by City.

D. Direct expenses shall include subcontract charges for surveying, contract labor, computer time, printing, reproduction expense, communication expense, travel, transportation, and subsistence out of Tarrant and Dallas Counties directly related to the work. Direct costs shall not exceed the rates indicated in Attachment "B." Attachment "B" is hereby incorporated within this contract as if written word for word and shall contain the result of the rates for direct costs multiplied by the factor of 1.1. Evidence of cost incurred for direct expenses shall be submitted with each billing.

E. All costs associated with design of the water and sanitary sewer improvements, as outlined in III.G., shall be paid to Engineer by City on an hourly fee basis as shown on Attachment "A" in an amount not to exceed $_____.

F. Written request for payment for services rendered by Engineer may be made on a monthly basis. City will pay to the Engineer as follows:

1. An amount not to exceed the amount set out in II.B until satisfactory completion of the design survey as set forth herein.

2. An amount not to exceed <u>forty</u> percent (40%) of the total base design fee until satisfactory completion of the conceptual design plans.

3. An amount not to exceed <u>eighty-five</u> percent (85%) of the base design fee until satisfactory completion of the preliminary construction plans and right-of-way documents.

4. An amount not to exceed <u>ninety-five</u> percent (95%) of the base design fee until satisfactory completion of the final construction plans and specifications, and right-of-way documents.

SAMPLE

5. An amount equal to five percent (5%) shall be retained until such time as City requests and receives one (1) set of reproducibles of the final design construction plans and other documents described herein.

6. No interest shall accrue for late payments. CITY shall not be required to pay any amount in excess of the original amount unless CITY shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts. If at any time it becomes evident that the cost estimates provided to CITY will not be sufficient to complete the authorized work, Engineer will immediately notify CITY in writing of said fact.

III.
Services

A. Additional Services – Engineer will also perform the following additional services. For each individual service the maximum fee is indicated in parenthesis. The fee shall be on an hourly basis, as shown in Attachment "A". In no case shall more than seventy-five percent (75%) of the amounts indicated below be paid until such services are accepted by City.

1. Engineer shall coordinate this Project with the U.S. Army Corps of Engineers and shall obtain the necessary Section 404 Permit required for construction of the Project (hourly fee not to exceed $_____).

2. Engineer shall coordinate this Project with FEMA and obtain a Conditional Letter of Map Revision (hourly fee not to exceed $_____).

3. Engineer will establish the scope of and arrange for the soil and foundation investigations (hourly fee not to exceed $_____).

4. In addition to the required services outlined in III.B., Engineer will perform Subsurface Utility Engineering (SUE) in accordance with CI/ASCE Standard 38-02 "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data", Quality Level A for area(s) defined by the City (hourly fee not to exceed $_____).

5. Engineer shall prepare plans and/or paperwork necessary to obtain any permits required by franchised utilities, pipeline companies, railroad companies, TxDOT, or any other entity requiring permits relative to construction of Project (hourly rate not to exceed $_____).

B. Field Survey Work - Engineer shall furnish a survey field party to collect all field information necessary to prepare complete and detailed plans, specifications, and contract documents consistent with prevailing engineering standards. This field information shall be based on NAD-83 or the latest version of the City's GPS Monument Manual located

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on Public Works & Transportation web page. Before the survey party is engaged in surveying on private property, City shall send letters to all adjacent property owners and other affected property owners notifying them of the survey party's intent to survey on private property. Engineer shall provide City with the legal description and address of the affected property(s). Permission to survey on private property shall be obtained from the property owners before surveying commences. The letter of permission will include permission for Engineer to set iron pins and control monuments for future right-of-way and/or easements to be acquired by City at a later date. Engineer shall direct the field party in the following:

1. Establishing the proposed centerline or a suitable reference base line on the ground as required by City.

2. Making complete and accurate cross-section field notes.

3. Making a complete topographic survey of all existing features above and below ground level that would or could affect proposed construction. These features shall include, but are not limited to, telephone poles, power poles, all other utilities or other structures located on or above or below the surface, fences, retaining walls, water meters, detector check valves, manholes, vaults, sprinkler heads, structures, culverts, pipes and all other facilities in close proximity to the construction. Also, all buildings, trees, steps, and other topographical features which would be of interest to the property owner in discussing the plans with City engineers must be shown accurately and drawn to scale. Engineer shall also show street numbers and finished floor elevations for all existing houses and structures.

4. Determining horizontal and vertical location of all underground utilities or other underground structures based upon information obtained in accordance with Section III where they cross any part of the proposed storm drainage system or street system or may affect the proposed Project. The Engineer shall not be responsible for the cost of exposing these utilities or repairing damage caused by such exposure unless due to omission or other negligence by Engineer.

5. Making of all surveys necessary to determine limits of any existing right-of-way.

C. <u>General Requirements</u>

1. Each time Engineer submits plans and specifications to City, eight (8) copies (four {4} full size {22”x34”}, four {4} half scaled {11x17}) and a .pdf of each shall be submitted to the Department of Public Works and Transportation. These shall be reviewed and checked by City and returned to Engineer for corrections. When the corrected copies of the plans and specifications are returned to City, the original and reviewed hard copies of the plans and specifications shall also be returned to City. All plans, specifications, documents, provisions, attachments, and correspondence provided in accordance with this contract shall be dated. The City will supply plans for Project to other parties, including, but not limited to

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franchised utilities, other City of Arlington departments, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project.

2. Specific design requirements shall be obtained from the City of Arlington *Design Criteria Manual*. Landscaping materials shall be in accordance with the latest approved plant list posted by the Parks and Recreation Department. Irrigation shall be in accordance with the latest ordinances.

   Bike lanes, if required, shall be designed in accordance with the *Bicycle and Pedestrian Facilities Planning and Design Guidelines* developed by the North Central Texas Council of Governments Guide for the Development of Bicycle Facilities by the American Association of State Highway and Transportation Officials for the design of bikeway lanes.

   Entertainment District Standards shall be incorporated in accordance with the latest Unified Development Code, if the project is located within the Entertainment District.

3. Each set of plans shall be stamped "Review," and each sheet of the plans shall be signed and dated with license number noted by Engineer until approval of the final design construction plans by City, whereupon the word "Review" shall be omitted and the plans shall be stamped "Final" on the cover sheet. Each sheet of the final plans shall include the Engineer's seal, signature and date.

4. City will coordinate with the utility companies, including, but not limited to franchised utilities, other City of Arlington departments, pipeline companies, railroad companies, TxDOT, or any other entity which has facilities within or adjacent to the Project. Coordination shall include any and all exposure, removal, relocation and any proposed improvements necessary for implementation of Project. Engineer shall attend utility coordination meeting(s) for Project, as requested by the City. Engineer shall indicate on the final plans all existing utilities and proposed improvements both on plan and profile sheets.

5. Engineer shall accompany City representatives on Project observation visits prior to commencing design of Project and prior to final design of Project.

6. Upon completion of the final design construction plans, special provisions and specifications, and contract documents, Engineer shall submit a letter of notification to City stating completion of design of Project.

7. Review by City does not relieve Engineer of responsibility to prepare construction plans and specifications in accordance with prevailing engineering standards.

8. Engineer shall attend the pre-bid meeting and assist with inquiries pertaining to the final design of Project.

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D. Conceptual Design Plans - Conceptual plans for this project shall be prepared to such detail as is necessary to resolve all conceptual issues. Conceptual plans must be approved by City prior to Engineer commencing with the preparation of preliminary design construction plans. The requirements for conceptual plans are included in the City of Arlington *Design Criteria Manual*.

E. Preliminary Design Construction Plans - At such time as Engineer is directed by City, Engineer shall prepare preliminary plans, including a title sheet, quantity sheets, and details. The requirements for preliminary plans are included in the City of Arlington *Design Criteria Manual* and shall include items as described in Sections III.A.1 and III.A.2.

F. Right-of-Way/Easement Determination – In conformance with City standards, Engineer shall survey, render field notes, and prepare detailed plans (right-of-way strip maps) and individual parcel exhibits for any additional right-of-way and/or easements, including temporary construction easements, needed. Engineer shall also set control points, which shall be based on NAD-83 and the latest version of the City's GPS Monument Manual (located on Public Works & Transportation web page), approximately every 600 feet on both sides of the road. Before setting the control points, Engineer shall obtain approved sketches and specifications from City for the placing of control points. The requirements for right-of-way and easement submission are included in the City of Arlington *Design Criteria Manual*. The required items are necessary for the acquisition of right-of-way required to construct Project. This information shall be required prior to acceptance of final construction plans.

Upon notification by City of acceptance of the right-of-way plans, exhibits and instruments, and as directed by City, Engineer's surveyor shall set all corners and points of curvature for the proposed right-of-way and/or easements and submit final sealed plans and exhibits.

G. Water and Sanitary Sewer Design – Engineer shall provide the water and/or sanitary sewer design with the plans. The water and sanitary sewer design requirements are included in the City of Arlington *Design Criteria Manual*.

H. Final Design Construction Plans - Upon acceptance of preliminary plans by the City, the Engineer shall prepare final plans. Final plans shall be consistent with previous sections and shall include:

1. Right-of-way plans and documents.

2. Construction plans.

3. Bid proposal.

4. Special specifications as required.

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I. Miscellaneous Requirements - Engineer shall furnish, upon request by City electronic files in .pdf format (one formatted to 34”x22” full scaled and one formatted to 11”x17” half scaled) of the "Final" approved, sealed and dated plans. If electronic files are not feasible, City may accept one (1) set of film reproducibles. Engineer shall also submit an electronic file of the “Final” drawings in .dwg format.

In performing the services outlined above, Engineer will protect City to the extent reasonably possible against defects and deficiencies in the work of contractors. Engineer will report any observed deficiencies to City and Engineer will take any other appropriate actions; however, it is understood that Engineer does not guarantee the contractor’s performance, nor is Engineer responsible for supervision of the contractor’s operation and employees except to the extent defects, omissions or negligence is reasonably discoverable by Engineer. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the contractor, or the safety precautions and programs incident to the work of the contractor.

IV.
Time for Completion

Engineer agrees to complete and submit all work required by City as follows:

1. Conceptual design plans in ____ calendar days from the date of written notice to proceed.

2. Preliminary design construction plans in ____ calendar days from acceptance of the conceptual plans and written notice to proceed with preliminary plans.

3. Final design construction plans and specifications in ____ calendar days from acceptance of preliminary plans and written notice to proceed with final plans. Subsequent submittals of final plans shall be returned to the City within six (6) weeks of the date of the previous review letter.

Calendar days for each design phase shall commence when Engineer is notified to proceed and shall terminate when Engineer has submitted plans to the City. No extensions of time shall be granted unless a written request is submitted by Engineer, and such request is approved in writing by City.

V.
Revisions of Plans and Specifications

City reserves the right to direct substantial revision of the plans, special provisions, and specifications after acceptance by City as City may deem necessary, but in such event, City shall pay Engineer equitable compensation for services rendered in making such revisions. In any event, when Engineer is directed to make substantial revisions under this Section of the contract, Engineer shall provide to City a written proposal for the entire costs involved in providing City a

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completed set of plans, specifications and special provisions, and the completion time involved in the revisions. Prior to Engineer undertaking any substantial revisions as directed by City, City must authorize in writing the nature and scope of the revisions and accept the method and amount of compensation and the time involved in all phases of the work.

If revisions of the final plans, special provisions, and specifications, or drawings are required by reason of Engineer's error or omission, then such revisions will be made by Engineer without additional compensation to the fees herein specified, and in a time frame as directed by City.

It is expressly understood and agreed by Engineer that any compensation not specified in Section II., "Compensation to Engineer" may require Arlington City Council approval and is subject to the funding limitations.

VI.
Engineer's Coordination with Owner

Engineer shall be available for conferences with City so that Project can be designed with the full benefit of City's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. City shall make available to Engineer all existing plans, maps, field notes, and other data in its possession relative to the Project. Engineer may show justification to City for changes in design from City standards due to the judgment of said Engineer of a cost savings to City and/or due to the surrounding topographic conditions. City shall make the final decision as to any changes after appropriate request by Engineer.

VII.
Contract Termination Provision

This contract may be terminated at any time by City for any with or without cause without any penalty or liability except as may otherwise be specified herein. Upon receipt of written notice by City, Engineer shall immediately discontinue all services and Engineer will immediately terminate placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this contract and shall proceed to cancel promptly all existing contracts insofar as they are related to this contract. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement, showing in detail the services performed but not paid for under this contract to the date of termination. City shall then pay Engineer promptly the accrued and unpaid services to the date of termination, to the extent the services are approved by City.

This contract may be terminated by Engineer with mutual consent of City at any time for any cause without penalty or liability except as may otherwise be specified herein. Engineer shall submit written notice to terminate contract and shall submit to City all plans and documents relative to the design of Project. City shall then ascertain cost to complete the balance of the work under this contract. If the cost to complete the balance of the work is greater than the unpaid contract amount, City shall retain all unpaid balances and, in addition, Engineer shall pay

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directly to City the difference in the unpaid balance and the cost to complete the work. In no case shall City pay Engineer any additional monies other than those previously paid under the contract.

VIII.
Ownership of Documents

All drawings and specifications prepared or assembled by Engineer under this contract shall become the sole property of City and shall be delivered to City, without restriction on future use. Engineer shall retain in his files all original drawings, specifications and all other pertinent information for the work. Engineer shall have no liability for changes made to the drawings, specifications, and other documents by other engineers subsequent to the completion of the contract. City shall require that any such change be sealed, dated, and signed by the engineer making that change and shall be appropriately marked to reflect what was changed or modified.

IX.
Insurance

A. Engineer shall at Engineer's own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Engineer shall not commence work under this contract until Engineer has obtained all the insurance required under this contract and such insurance has been approved by City, nor shall Engineer allow any subcontractor to commence work on his or her 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. The insurance requirements shall remain in effect throughout the term of this Contract. The policy limits stated below are at a minimum.

1. Workers' Compensation as provided by statute, Employers Liability Insurance of not less than $1,000,000 for each accident, $1,000,000 disease-each employee, $1,000,000 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 Engineer'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 minimum limit of $1,000,000 per occurrence and a $2,000,000 aggregate.

3. Commercial Automobile and Truck Liability Insurance, covering any auto or hired and non-owned vehicles, with a combined bodily injury and property damage limit of $1,000,000 per occurrence.

4. Professional Liability Insurance: Engineer shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability

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insurance. Limits of liability shall be $1,000,000 per claim 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, Engineer must maintain this policy for a period of four (4) 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.

5. Umbrella Liability Insurance of not less than $2,000,000 per occurrence, following form and drop down provisions included.

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

1. Except for Worker's Compensation and Professional Liability insurance, the policy shall name City as an additional insured as to all applicable coverage. The additional insured shall extend to premises/operations and products/completed operations.

2. Each policy will require that thirty (30) days prior to the cancellation of coverage, notice thereof shall be given to City to:

City of Arlington
Risk Management - Mail Stop 63-0790
PO Box 90231
Arlington, Texas 76004-3231

If the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to City is required. Engineer 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 Engineer, it is a condition precedent to acceptability thereof that:

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1. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and

2. Insurance is to be placed with carriers with an A.M. Best rating of A:VII, or as otherwise acceptable to the City.

D. Engineer agrees to the following:

1. Except for Professional Liability, Engineer 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 the contract and be primary coverage for all losses covered by the policies.

2. Companies issuing the insurance policies and Engineer shall have no recourse against City for payment of any premiums or assessments for any deductible, as all such premiums and deductibles are the sole responsibility and risk of Engineer.

3. Approval, disapproval or failure to act by City regarding any insurance supplied by Engineer (or any subcontractors) shall not relieve Engineer 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 Engineer from liability.

4. Engineer shall provide one (1) copy of a Certificates of Insurance completed on an Acord form or other State-approved form, and endorsements effecting coverage required by this section to the City by forwarding to:

City of Arlington
Department of Public Works and Transportation - Mail Stop 01-0220
Attn: Jenette T. Hull, Engineering Coordinator
PO Box 90231
Arlington, Texas 76004-3231

E. 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.

X.
Monies Withheld

When City has reasonable grounds for believing that:

A. Engineer will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or

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B. A claim exists or will exist against Engineer or City arising out of the negligence of the Engineer or the Engineer's breach of any provision of this contract; then

City may withhold payment of any amount otherwise due and payable to Engineer under this contract. Any amount so withheld may be retained by City for that period of time as it may deem advisable to protect City against any loss and may, after written notice to Engineer, be applied in satisfaction of any claim described herein. This provision is intended solely for the benefit of City, and no other person or entity shall have any right or claim against City by reason of City's failure or refusal to withhold monies. No interest shall be payable by City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of City.

XI.
No Damages for Delays

Notwithstanding any other provision of this contract, Engineer shall not be entitled to claim or receive any compensation as a result of or arising out of any delay, hindrance, disruption, force majeure, impact or interference, foreseen or unforeseen.

XII.
Procurement of Goods and Services from Arlington Businesses and/or Historically Underutilized Businesses

In performing this contract, Engineer agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality and price.

As a matter of policy with respect to City of Arlington projects and procurements, City of Arlington also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this contract, Engineer agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

The Engineer agrees to provide information about its minority status at time of contract execution. Engineer will also be required to submit cost information towards minority/woman owned businesses. The information submitted is for reporting purposes only and shall include the engineer and any other firms performing work as a part of this contract such as surveying services. See attached sample Prime and Subs & Minority/Women Business Enterprise (MWBE) Report form. Submitted form shall be accompanied by copy of certification(s) for Engineer and any applicable firms. Engineer will be required to submit anticipated dollar amounts towards these businesses (if applicable) upon execution of the contract for this project and actual dollar amounts spent with the monthly pay request. It will be the Engineer’s responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

SAMPLE

XIII.
Right to Inspect Records

Engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Engineer involving transactions relating to this contract. Engineer agrees that City shall have access during normal working hours to all necessary Engineer facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Engineer reasonable advance notice of intended audits.

Engineer further agrees to include in subcontract(s), if any, a provision that any subcontractor or consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such consultant or subcontractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all consultant or subcontractor facilities, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with the provisions of this paragraph. City shall give the consultant or subcontractor reasonable advance notice of intended audits.

XIV.
No Third Party Beneficiary

For purposes of this contract, including its intended operation and effect, the parties (City and Engineer) specifically agree and contract that: (1) the contract only affects matters/disputes between the parties to this contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity, notwithstanding the fact that such third person or entities may be in a contractual relationship with City or Engineer or both; and (2) the terms of this contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Engineer.

XV.
Successors and Assigns

City and Engineer each binds himself and his successors, executors, administrators and assigns to the other party of this contract and to the successor, executors, administrators and assigns of such other party in respect to all covenants of this contract. Neither City nor Engineer shall assign or transfer its interest herein without the prior written consent of the other.

XVI.
Engineer's Liability

Acceptance of the final plans by City shall not constitute nor be deemed a release of the responsibility and liability of Engineer, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any

SAMPLE

defect in the designs, working drawings, specifications, or other documents and work; nor shall such acceptance be deemed an assumption of responsibility or liability by City for any defect in the designs, working drawings, specifications, or other documents prepared by said Engineer, its employees, subcontractor, agents and consultants.

XVII.
Indemnification

ENGINEER does hereby covenant and contract to indemnify and hold harmless CITY and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including reasonable attorney fees of litigation and/or settlement, that may arise by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of ENGINEER as well as any negligent omission, act or error of ENGINEER, its officials, officers, agents, employees and invitees, or other persons for whom ENGINEER is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of ENGINEER and CITY, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. Nothing in this paragraph is intended to waive any governmental immunity available to CITY under Texas law or waive any defenses of ENGINEER or CITY under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against CITY or ENGINEER.

ENGINEER warrants that no music, literary or artistic work or other property protected by copyright will be reproduced or used, nor will the name of any entity protected by trademark be reproduced or used by ENGINEER unless ENGINEER has obtained written permission from the copyright or trademark holder as required by law, subject also to CITY's consent. ENGINEER covenants to comply strictly with all laws respecting copyrights, royalties and trademarks and warrants that it will not infringe any related statutory, common law or other right of any person or entity in performing this Contract. ENGINEER will indemnify and hold CITY and its officers, agents and employees harmless from all claims, losses and damages (including reasonable attorney's fees) with respect to such copyright, royalty or trademark rights to the extent caused by ENGINEER or for whom ENGINEER is legally liable.

The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.904 and shall be construed to that effect. The ENGINEER as allowed by Texas Local Gov't Code Sec. 271.904 will still name CITY as additional insured in its General Liability Policy and provide any defense as allowed by the policy.

XVIII.
Severability

SAMPLE

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XIX.
Independent Contractor

Engineer covenants and agrees that he/she is an independent contractor, and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder, and all persons performing same, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

XX.
Disclosure

By signing this contract, Engineer acknowledges to City that he or she has made a full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. Engineer further agrees that he shall make disclosure in writing of any conflicts of interests which develop subsequent to the signing of this contract and prior to final payment under the contract.

XXI.
Venue

The parties to this contract agree and covenant that this contract shall be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this contract, exclusive venue shall lie in Tarrant County, Texas.

XXII.
Entire Agreement

This contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, cannot be modified without written agreement of the parties.

SAMPLE

XXIII.
Applicable Law

This contract is entered into subject to the Charter and ordinances of City, as they may be amended from time to time, and is subject to and is to be construed, governed, and enforced under all applicable State of Texas and federal laws. Situs of this contract is agreed to be Tarrant County, Texas, for all purposes, including performance and execution.

XXIV.
Default

If at any time during the term of this contract, Engineer shall fail to commence the work in accordance with the provisions of this contract or fail to diligently provide services in an efficient, timely, and careful manner and in strict accordance with the provisions of this contract or fail to use an adequate number or quality of personnel or equipment to complete the work or fail to perform any of its obligations under this contract, then City shall have the right, if Engineer does not cure any such default after thirty (30) days written notice thereof, to terminate this contract and complete the work in any manner it deems desirable, including engaging the services of other parties therefor. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work is in excess of that part of the contract sum which has not theretofore been paid to Engineer hereunder, Engineer shall be liable for and shall reimburse City for such excess.

XXV.
Headings

The headings of this contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

XXVI.
Non-Waiver

It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

XXVII.
Remedies

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but, each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this contract may be waived without consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this contract.

SAMPLE

XXVIII.
Equal Employment Opportunity

Engineer shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, ancestry, national origin, place of birth or disability. Engineer shall take action to ensure that applicants are employed and treated without regard to their race, age, color, religion, sex, ancestry, national origin, place of birth or disability. This action shall include, but not be limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

XXIX.
Construction of Contract

Both parties have participated fully in the review and revision of this contract. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation of this contract.

XXX.
Notices

All notices, communications, and reports required or permitted under this contract shall be personally delivered or mailed to the respective parties by depositing same in the United States mail, postage prepaid, at the addresses shown below, unless and until either party is otherwise notified in writing by the other party, at the following addresses. Mailed notices shall be deemed communicated as of five (5) days after mailing regular mail.

If intended for City, to:

City of Arlington - Mail Stop 01-0220
ATTN: Assistant Director of Public Works and
Transportation/Engineering and Construction
PO Box 90231
Arlington, Texas 76004-3231

If intended for Engineer, to:

_____

_____

_____

_____

XXXI

SAMPLE

Title VI

The City of Arlington, 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 vendors 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. Vendor will abide and ensure compliance with all terms of Appendix A of the USDOT Standard Title VI Assurances as listed below.

Appendix A of the USDOT Standard Title VI Assurances

During the performance of this contract, the engineer, for itself, its assignees and successors in interest (hereinafter referred to as the "Engineer") agrees as follows:

(1) Compliance with Regulations: The Engineer shall comply with the Regulations relative to nondiscrimination in Federally-Assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The Engineer, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Engineer shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Engineer for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Engineer of the Engineer's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The Engineer shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Arlington or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of an Engineer is in the exclusive possession of another who fails or refuses to furnish this information the Engineer shall so certify to the City of Arlington, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

SAMPLE

(5) Sanctions for Noncompliance: In the event of the Engineer's noncompliance with the nondiscrimination provisions of this contract, the City of Arlington shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the Engineer under the contract until the Engineer complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The Engineer shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The Engineer shall take such action with respect to any subcontract or procurement as the City of Arlington or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event an Engineer becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Engineer may request the City of Arlington to enter into such litigation to protect the interests of the City of Arlington, and, in addition, the Engineer may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties enter into this contract on the date first written above.

ENGINEER:
ENGINEERING/CONSULTING FIRM

BY:_____
Engineer/Consultant Name
Title

CITY OF ARLINGTON, TEXAS:

BY: _____
Mindy G. Carmichael, P.E.
Director of Public Works & Transportation

BY: _____
Walter J. Pishkur
Director of Water Utilities

APPROVED AS TO FORM:
Teris Solis, City Attorney

BY: _____

ATTEST:
Mary Supino, City Secretary

_____

SAMPLE

THE STATE OF TEXAS §

Engineer Acknowledgment

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, ☐ who is known to me or ☐ who was proved to me on the oath of _____ (name of person identifying the acknowledging person) or ☐ who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Mindy G. Carmichael, P.E., known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Arlington, Texas, a Texas municipal corporation, and as Director of Public Works & Transportation thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

SAMPLE

THE STATE OF TEXAS §

City Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Walter J. Pishkur, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of the City of Arlington, Texas, a Texas municipal corporation, and as Director of Water Utilities thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20_____.

_____
Notary Public In and For The State of Texas

_____
Notary's Printed Name

SAMPLE

PRIME AND SUBS &
MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) REPORT

Please complete this form, include copy of certification(s) and return with executed contracts

Project Name: _____

Project No: _____ Date: _____

LEGEND

* Answer with "YES" or "NO"

AI - Native American (AI)
NW - Native American, Women-Owned (NW)
AS - Asian (AS)
AW - Asian, Women-Owned (AW)
BL - Black (BL)
BW - Black, Women-Owned (BW)
HI - Hispanic (HI)
HW - Hispanic, Women-Owned (HW)
WO - Women-Owned (WO)
Other _____

PRIME CONTRACTOR	*Arlington Firm (Yes/No)	*MWBE (Yes/No)	TYPE (Use abbreviation in Legend)	Anticipated Amount

LIST **ALL** SUBS:

Name of Company	Description of Primary Work Type (For prequalification verification purposes)	*Arlington Firm (Yes/No)	*MWBE (Yes/No)	TYPE (Use abbreviation in Legend)	Anticipated Amount

SAMPLE (Copy for execution will be included with award letter)