



REQUEST FOR PROPOSALS
FOR
2020 STORMWATER GIS TECHNICAL SUPPORT

City of Arlington
Public Works and Transportation Department
November 13, 2020

The City of Arlington is accepting responses to this Request for Proposals (RFP) for a limited time from qualified consultants to perform the work described herein. Responses that do not comply with the requirements described in this RFP may, at the City's sole discretion, be deemed non-responsive. Responses may include one or both scope of work.

Submittals shall be received no later than **4:30 PM, Friday, December 18, 2020**

Please submit any questions in writing to Amy Cannon, PE, at amy.cannon@arlingtontx.gov no later than **12:00 noon, Friday, December 4, 2020**.

Please note that absolutely no faxed or emailed qualifications will be accepted.

SCOPE OF WORK

1.0 PROJECT BACKGROUND

The City of Arlington maintains and operates approximately 604 miles of storm drain systems with 1,224 manholes and 19,307 inlets. The City is currently developing the Comprehensive Stormwater Plan (Plan) that will provide the guidance necessary for the effective management of the City's stormwater system. This Plan compiles data from engineering studies, reported drainage issues, known maintenance issues, and the City's stormwater policies to provide a data driven framework to plan and prioritize future system improvements.

The City is seeking a qualified consultant to provide professional geographic information systems (GIS) services. The accuracy of the City's existing GIS data set for the stormwater system assets needs to be thoroughly reviewed and updated as necessary with accurate information as part of the effort to develop the Plan. The City will utilize the GIS stormwater system asset data to import into hydraulic modeling software to evaluate system capacity to identify flood risks. This data will also be incorporated into the work order asset management to develop Overall Condition Index ratings for all stormwater system assets.

The primary purpose of this RFP is to supplement City staff and resources in the City's review and update of the stormwater system GIS data and assist in providing an accurate inventory of the City's stormwater system within GIS, including geodatabase and GIS elements, in order to support long term stormwater infrastructure planning and hydraulic modeling.

The contract is intended to be open ended with the potential to assign multiple stormwater tasks to map multiple stormwater systems over the course of the contract as funds are available.. The project budget shall not exceed \$250,000.00.

2.0 SCOPE OF WORK

The selected firm for this project will be responsible for assisting the City in researching and reviewing available as-built engineering plans, utilizing the ESRI based file geodatabase for the City of Arlington's stormwater system to review attribute data, correct any identified data errors, enter missing data and ensure connectivity for each individual stormwater system. The updated GIS data will allow the system to fully integrate with the City's work order system Cartegraph OMS, ITpipes, hydraulic modeling software, and other applications. The scope of services includes the following:

1. Verifying As-Built Data in GIS and Correcting Errors

The selected firm will be responsible for researching and reviewing as-built plan sets and verifying stormwater asset attribute information in the City's existing GIS geodatabase. The selected firm will be responsible for entering missing attribute data or revising incorrect attribute data. This work will also include:

- Ensuring that all stormwater assets (manholes, inlets, junction boxes, pipes, culverts and bridges) are mapped correctly in GIS.
- Ensuring that all attribute information for all stormwater assets are entered correctly into GIS.

This information must be delivered in the geodatabase provided by the City of Arlington. All attribute information collected will come from the City's existing engineering plan sets. All engineering plan sets are available in digital pdf format.

It is expected the selected firm will collect the following attribute information where applicable from the available engineering as-built plan sets and existing GIS database:

Stormwater Pipes: Pipe Diameter, Box Height, Box Width, Pipe Material, Pipe Shape, Pipe Type, Upstream Structure ID, Downstream Structure ID, Invert Elevations, Slopes, Pipe Length, Source Plan Names, Source Plan Date

Stormwater Inlets, Junction Boxes and Manholes: Rim Elevation, Invert Elevations, Location, Source Plan Name, Source Plan Date

Stormwater Infalls and Outfalls: Flowline elevation, Source Plan Name, Source Plan Date, Location

Stormwater Culverts: Pipe Diameter, Box Height, Box Width, Pipe Material, Pipe Shape, Culvert Length, Source Plan Name, Source Plan Date

Bridges: Location, Source Plan Name, Source Plan Date

Using system structures, each pipe will be evaluated to verify that they have been digitized according to their direction of flow and as each pipe is mapped, it will be attributed with its applicable information state above. Pipes will be snapped to applicable stormwater asset that are located upstream and downstream of each segment.

2. Field Verification

The selected firm will be responsible for field verifying the location of all stormwater infalls, manholes and inlets and conducting GPS data acquisition verification to provide adequate spatial accuracy for each of these assets. The City has already field verified the location of many of the stormwater outfalls. The selected firm will field verify the location of stormwater outfalls and conduct GPS data acquisition if the spatial data for an outfall is missing from a system that the selected firm is working.

The selected firm will open manholes and inlet manholes to perform measure downs to the flowline using a long level rod. These measurements will be recorded as an attribute for those assets in the GIS database. The selected firm will also record the presence of ladder steps in each manhole and inlet in the GIS database. The selected firm will not obtain survey grade elevation values for these assets. The City will utilize LIDAR data after receiving the GIS data from the selected firm to assign elevation data to each attribute.

Following collection of field data, the selected firm will be responsible for reviewing all spatial and measure down attribute data for accuracy and consistency. The spatial integrity will be verified by comparing mapped features to features readily visible in aerial orthophotos. The attribute data should conform to the acceptable entries for each field included in the City's stormwater infrastructure data dictionary.

In no case will the selected firm be required to perform confined space entry to obtain field data.

3. GIS Connectivity

The selected firm will be responsible for verifying that all stormwater pipes are drawn in the proper flow direction and have connectivity to applicable stormwater system structures in order to support data import into hydraulic modeling software such as StormCAD, XPSWMM or Infoworks ICM. At this time, the City has not selected a hydraulic modeling software(s).

4. Mapping New or Unmapped Stormwater System Asset Data

The selected firm will be responsible for mapping stormwater system asset data that is currently not included in the City's stormwater system assets. Using the system structures, each pipe will be digitized according to the direction of flow and as each pipe is mapped, it will be attributed with its applicable information stated in Section 2.1. Pipes will be snapped to applicable stormwater structures to ensure connectivity.

3.0 TECHNICAL REQUIREMENTS

The selected firm shall utilize ESRI based software and all work shall be delivered in the City's geodatabase design provided by the City.

Horizontal datum shall be the North Central Texas State Plane Coordinate System NAD83 (feet). Vertical datum shall be National American Vertical Datum of 1988 (NAVD).

Organized pdfs of scanned stormwater system as-built engineering plans shall be furnished in pdf file formats. Additionally, when utilized by the selected firm to input data, all georeferenced engineering plan information shall be provided in separate layers for the City's geodatabase for the City's internal use for quality assurance purposes.

The selected firm must propose and adhere to an aggressive project schedule.

4.0 SUBMITTAL REQUIREMENTS

Deviation from the submittal requirements and directions in this section will result in disqualification.

The City will evaluate the responses to this RFP relative to the Submittal Criteria outlined below.

Please submit:

- **Cover Letter:** Indicate the main contact for any correspondence with the City pertaining to this RFQ and provide a brief summary of which project scope(s) the firm is submitting qualifications.
- **Project Team:** Provide a graphical representation of the project team (organizational chart), including the primary firm's name, the specific individuals involved (including sub-consultants) and the role they will perform (principal-in-charge, project manager, engineer, planner, etc.).
- **Project Approach to Verifying As-Built Data in GIS and Correcting Errors:** Provide a general description of the project team's understanding of, and approach to GIS mapping and verification and updating attribute information. The discussion should include the project team's approach to evaluating and integrating multiple data sources such as engineering plans and GIS files to ensure accuracy of each asset's spatial location and attribute data. Also, discuss the quality control method that will be employed to verify the accuracy of the results of any automated process.
- **Project Approach to Field Verification:** Provide a general description of the project team's understanding of, and approach to field verifying the location of stormwater manholes, inlets, infalls and outfalls. The discussion should include the quality control method that will be employed to verify the accuracy of each asset's spatial location and the measure down records for all stormwater manholes and inlets. Also, discuss the quality control method that will be employed to verify the accuracy of the results of any automated process.
- **Project Approach to Obtaining System Connectivity:** Provide a general description of the project team's understanding of, and approach to ensuring connectivity in the stormwater system GIS data. Also, discuss the quality control method that will be employed to verify system connectivity and to verify the accuracy of the results of any automated process.
- **Project Approach to Mapping New Data:** Provide a general description of the project team's understanding of, and approach to identifying and mapping new stormwater system data into GIS. Also, discuss the quality control method that will be employed to verify system connectivity and to verify the accuracy of the results of any automated process.
- **Similar Experience:** Include a description of the qualifications and experience of the specific individuals that will be involved in this project relative to this project. Half page resumes of each team member should be included that describe the specific projects that have been completed within the last five years. Respondents are strongly encouraged to take into consideration the project statements described in this RFP when describing each

team member's experience. Maps or other supporting material from similar projects are encouraged.

- **References:** Include three (3) professional references including current contact information.
- **Fees:** Include hourly rates of Project Team and detailed estimate of the labor hours and expenses projected for each key task in the scope of work.

Format and Length

The proposals shall be no more than ten (10) one-sided pages. They should be concise and to the point. The submittal may include maps, graphics, and logos, but all of these objects will be included in the ten-page limit. Font size shall be no less than 10 point. Cover sheets and dividers will not count towards the page limit.

Contact Information

The proposal shall clearly identify the Principal or Project Manager who will serve as the primary point of contact during the proposal evaluation phase. Office address, telephone number and e-mail address for this contact shall be clearly provided.

Deadline for Submission

The deadline for receipt of written proposals is **4:30 p.m. on Friday, December 18, 2020**. Submittals received after the stated time and date shall be rejected as non-responsive. Exceptions will not be made for proposal mailed, but not received by the deadline.

Copies and Delivery

Six (6) copies of the written proposal and one CD containing a single pdf file of the proposal shall be submitted to:

Public Works and Transportation Department
City of Arlington
101 West Abram Street
P.O. Box 90231, MS 01-0220
Arlington, TX 76004-3231
ATTN: Amy Cannon, PE, CFM

Questions related to the Study or Proposal

In order to address concerns or questions that might arise from potential respondents in an open manner, all prospective respondents are encouraged to state their intent to respond in an e-mail to Amy Cannon at Amy.Cannon@arlingtontx.gov. Any questions about the proposal should be submitted by e-mail no later than **12:00 noon, Friday December 4, 2020**. A response to all questions submitted by the deadline will be emailed to consultants that have indicated their intent to respond to the RFP.

5.0 SELECTION CRITERIA

After receipt of the statement of qualifications, the City will evaluate them based on the process and selection criteria described in this RFP. Based upon the responses, the City may choose to interview consultant teams prior to selection.

The selection of the consultant shall be based on proposal information exhibited in both written and graphic form and personal interviews (if conducted). The City of Arlington will evaluate the proposals received based upon the following criteria. A submittal can receive a maximum of 100 points.

- I. Qualifications (40 Points)** Qualifications of the Proposer's staff and Proposer's subcontractors, including GISP certification, particularly key personnel and especially the Proposer's Project Manager; key personnel's level of involvement in performing related work cited in Qualifications section; logic or project organization; adequacy of labor commitment; concurrence in the restrictions on changes in key personnel. Technical Experience should be in performing work of a closely similar nature; experience working with public agencies; strength, stability and technical competence of the Proposer and the Proposer's subcontractors.
- II. Work Plan (40 Points)** Depth of Proposer's understanding of the City's requirements and overall quality of work plan; logic, clarity and specificity of work plan; appropriateness of labor distribution among the tasks; ability to meet the project deadline; reasonableness of proposed schedule; utility of suggested technical or procedural innovations.
- III. Completeness of Response (10 Points)** Completeness and responsiveness of the Proposal in accordance with the RFP instructions with little to no errors or typos.
- IV. References (10 Points)**

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

6.0 SELECTION AND NEGOTIATION PROCESS

Once a selection is made, the City will work in good faith with the successful consultant to finalize scope of work and estimated fee for each task. The City will request that the successful consultant submit a detailed estimate of the labor hours and expenses projected for each key task in the scope of work. The estimated fee for each task will be based on review and discussion of the activities, level of effort associated with each task relative to this labor hour and expense summary. Actual fee paid will be based on hourly rates of specific individuals involved in the task on actual labor hours.

If a satisfactory estimated fee for each task or hourly rates cannot be successfully agreed upon 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.

7.0 MINORITY/WOMAN BUSINESS ENTERPRISE (MWBE) POLICY

Since 2013, the City of Arlington implemented a MWBE good-faith policy that small & minority/woman-owned businesses are included in the City's procurement process for all basic goods and services, construction, and professional services. The City will ensure that small and MWBE companies are provided an equal opportunity to compete for all City procurements.

As a City Council initiative, all Consultants are encouraged to utilize certified MWBE companies and/or persons for a minimum of 25% of the total project cost. Although the City has not adopted a MWBE Program, all proposals will be reviewed to see whether said consultants has meet the spirit of the city's efforts for MWBE inclusion.

All consultants must submit a MWBE Subcontracting Plan (see attached), with their proposal, identifying their subconsultants. Upon formal award of said project, the proposer will provide the Prime, Subs & MWBE Report form that list all subcontractors on the project and detail the dollar commitment of the Consultant, including MWBE participation.

Following the formal notice to proceed, Consultant will be required to submit a Monthly Payment Breakdown form with the Consultant's submission of payment requests with each invoice (see attached). The information reflected on this report will be used to constantly monitor payments made to MWBE as well as non-MWBE subconsultants in relation to the percentage of work performed. Failure to include a required Monthly Payment Breakdown form with the invoice will result in the invoice being returned to the Consultant.

8.0 PROFESSIONAL SERVICES CONTRACT

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

9.0 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 professional services for this proposed project. The City will not be liable for any costs associated with responding to this RFP, or any costs associated with negotiations.

10.0 REQUIREMENT TO KEEP CONSULTANT TEAM INTACT

The consulting team proposed by the successful firm, including but not limited to the firm's organizational structure, key personnel, sub-consultant and other individuals identified, shall remain on the firm's team of the duration of the Professional Services Contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the City's Project Manager. Unauthorized changes to the firm's team at any time during the procurement process may result in the elimination of the firm from further consideration.

11.0 CONSULTANT TEAM CONTINUITY

The consulting team proposed by the successful firms, including but not limited to the firm's organization structure, lead modeler, key personnel, sub-consultant and other individuals identified, shall remain on the firm's team for the duration of the Professional Services Contract. If extraordinary circumstances require a proposed change, it must be submitted in writing to the City's Project Manager. Unauthorized changes to the firm's team at any time during the procurement process may result in the elimination of the firm from further consideration.

END OF RFP

Attachment - PSC

MWBE Subconsulting Plan

Monthly Payment Breakdown

STATE OF TEXAS §

PROFESSIONAL SERVICES CONTRACT

COUNTY OF TARRANT §

THIS CONTRACT is entered into on this _____ day of _____, 20__, by and between the CITY OF ARLINGTON, a municipal corporation located in Tarrant County Texas (hereinafter referred to as "CITY"), acting by and through its City Manager or his designee, and _____, whose address is _____ (hereinafter referred to as "CONSULTANT").

WHEREAS, CITY desires to contract with _____ for _____, relative to _____ project, City of Arlington, Project No. _;

WHEREAS, _____ is qualified to provide such services and is willing to undertake such services for CITY in exchange for fees hereinafter specified;

NOW, THEREFORE, IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

I.
EMPLOYMENT OF CONSULTANT

CONSULTANT will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the profession, both public and private, currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt, timely actions. If CONSULTANT is representing that it has special expertise in one or more areas to be utilized in this Contract, then CONSULTANT agrees to perform those special expertise services to the appropriate local, regional or national professional standards.

II.
SCOPE OF SERVICES

The services to be performed by CONSULTANT under this Contract include but are not limited to the services described in Exhibit "A" (hereafter referred to as "Project"), incorporated herein by reference as if written word for word. In case of conflict between the language in Exhibit "A" and this Contract, this Contract shall be binding on both parties.

III.
COMPENSATION

For the satisfactory performance of the professional services described in Exhibit "A", the City agrees to compensate CONSULTANT on the basis set forth in Exhibit "B", Fee Estimate, which is attached hereto and incorporated herein by reference as if written word for word. It is mutually understood and agreed that compensation for the services will be in an amount not to exceed \$ _____ for the specified services.

CONSULTANT shall submit invoices for services rendered, based upon the percentage complete of the defined services. CITY shall make payments in the amount shown by CONSULTANT approved invoices and other documentation submitted within thirty (30) days of receiving such invoice. Nothing contained in this Contract shall require CITY to pay for any work that is unsatisfactory as determined by CITY or which is not submitted in compliance with the terms of this Contract. CITY will not be required to make any payments to CONSULTANT when CONSULTANT is in default under this Contract, nor shall this paragraph constitute a waiver of any right, at law or in equity, which CITY may have if CONSULTANT is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default. CONSULTANT will fully comply with any and all applicable federal, state and local laws relating to income reporting, including but not limited to Internal Revenue Service Reports.

IV.
OWNERSHIP OF DOCUMENTS

All information prepared or assembled by CONSULTANT under this Contract shall become the sole property of CITY and shall be delivered to CITY, without restriction on future use. CONSULTANT may retain in its files copies of all information and all other pertinent information for the work. Copies may be used for promotional purposes. Concepts and ideas embodied in the information may be freely used by CONSULTANT without restriction. CONSULTANT shall have no liability for changes made to the information and other documents by others subsequent to the completion of the Contract.

V.
TERM

This Contract shall become effective on the date first written above and shall terminate one (1) year from the date of delivery of all the deliverable items unless terminated earlier in accordance with this Contract.

VI.
TERMINATION

(2)

CITY may terminate this Contract without cause and without any penalty or liability upon written notice to CONSULTANT. Upon receipt of termination notice, CONSULTANT shall stop all work in progress, including subcontracts. All finished or unfinished documents, data, studies, surveys, drawings, maps, reports, photographs, etc. prepared by CONSULTANT and all subcontractors will, upon final payment to CONSULTANT, be delivered to CITY and shall become the property of CITY. CITY shall pay CONSULTANT for all work performed in accordance with the provisions of this Contract prior to the date of termination. CONSULTANT shall invoice CITY for all work performed within thirty (30) days of termination notice. CITY shall not be responsible for payment of any invoices received after the expiration of thirty (30) days from notice of termination.

VII. INSURANCE

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 it has obtained all the insurance required under the Contract and such insurance has been approved by CITY; nor shall CONSULTANT allow any subcontractor to commence work on a 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 a minimum.

1. Workers' Compensation, as provided by statute, Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease – each employee and \$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 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 minimum limit of \$1,000,000 per occurrence and a \$2,000,000.00 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, 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 per claim and \$2,000,000.00 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 four (4) years after completion of project, or shall purchase the extended reporting period or “tail coverage” insurance providing equivalent coverage for same period of time.

5. Umbrella Liability Insurance of not less than \$2,000,000.00 per occurrence, following form and drop down provisions included.

Other Insurance Provisions

It is agreed by all parties to this Contract that the insurance policies required under this Contract shall be endorsed to provide:

- (a) The City, its officials, employees and volunteers shall be named as an additional insured on the Commercial General Liability, Automobile Liability and Umbrella Liability insurance policies. These insurance policies shall contain the appropriate additional insured endorsement to cover premises/operations and products/completed operations, including materials, equipment or supplies provided by the City.
- (b) Each policy will require that thirty (30) days prior to cancellation of coverage, a 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. 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).

- (c) Be written through companies duly authorized to transact that class of insurance in the State of Texas. Insurance is to be placed with insurers with an A.M. Best rating of no less than A:VII.
- (d) Waive subrogation rights for loss or damage on all policies or coverages (except professional liability) so that insurers have no right to recovery or subrogation against CITY, it being the intention that the required insurance policies shall protect all

parties to the Contract and be primary coverage for all losses covered by the policies.

- (e) The General Liability policy shall be endorsed as primary and non-contributory with other insurance carried by the City, and aggregate policy limits shall apply "per project".
- (f) Provide one (1) copy of a Certificate of Insurance completed on an Acord form or other State-approved form evidencing the required coverages to:

City of Arlington
Public Works and Transportation, Mail Stop 01-0220
Attn: Amy Powell, Contract Coordinator
P.O. Box 90231
Arlington, Texas 76004-3231

CITY reserves the right to review the insurance requirements of this section during the effective period of the Contract and to adjust insurance coverages and their limits when deemed necessary by the CITY based upon changes in statutory law, court decisions or the claims history of the industry as well as CONSULTANT. Notwithstanding any provisions to the contrary, any adjustments to the insurance coverages and their limits will be based upon the reasonable commercial availability of those coverages and will only be required after the CITY reimburses CONSULTANT for the additional costs of obtaining said changed coverages or limits.

VIII.

RIGHT TO INSPECT RECORDS

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

CONSULTANT 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 transaction 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 CONSULTANT or subcontractor reasonable advance notice of intended audits.

(5)

IX.

CONSULTANT'S LIABILITY

Acceptance of the project by CITY shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, 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 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, specific actions or other documents prepared by CONSULTANT, its employees, subcontractors, agents and consultants.

X.

INDEMNIFICATION

CONSULTANT does hereby agree to waive all claims, release, indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by error, omission, or negligent act of CONSULTANT, its officers, agents, employees, invitees or other persons, arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement, or on or about the Premises and CONSULTANT will, at its own cost and expense, defend and protect CITY from any and all such claims and demands. Also, CONSULTANT agrees to and shall indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement on or about the Premises.

XI.

INDEPENDENT CONTRACTOR

CONSULTANT status shall be that of an Independent Contractor and not an agent, servant, employee or representative of CITY in the performance of this Contract. No term or provision of or act of CONSULTANT or CITY under this Contract shall be construed as changing that status. CONSULTANT will have exclusive control of and the exclusive right to control the details of the work performed hereunder and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants, and the doctrine of respondent superior shall not apply between CITY and CONSULTANT, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between CITY and CONSULTANT.

(6)

XII.
SUCCESSORS AND ASSIGNS

CITY and CONSULTANT each binds itself and its successors, executors, administrators and assigns to the other party of this Contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither CITY nor CONSULTANT shall assign or transfer its interest herein without the prior written consent of the other.

XIII.
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 and federal laws. CONSULTANT will make any and all reports required per federal, state or local law, including but not limited to proper reporting to the Internal Revenue Service, as required in accordance with CONSULTANT income. Situs of this Contract is agreed to be Tarrant County, Texas for all purposes including performance and execution.

XIV.
SEVERABILITY

If any of the terms, provisions, covenants, conditions or any other part of this Contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XV.
DEFAULT

If at any time during the term of this Contract, CONSULTANT 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 to complete the work or fail to perform any of its obligations under this Contract, then CITY shall have the right, if CONSULTANT shall not cure any such default within 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 therefore. 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 due to CONSULTANT nonperformance under this Contract, the reasonable 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 CONSULTANT hereunder, CONSULTANT shall be liable for and shall reimburse CITY for such excess.

XVI.
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.

XVII.
ENTIRE AGREEMENT

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

XVIII.
NON-WAIVER

It is further agreed that one (1) or more instance of forbearance by CITY or CONSULTANT in the exercise of either of their respective rights herein shall in no way constitute a waiver thereof.

IX.
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.

XX.
CHANGES

CITY may, from time to time, require changes in the scope of the services to be performed under this Contract. Such changes as are mutually agreed upon by and between CITY and CONSULTANT shall be incorporated by written modification to this Contract.

XXI.
CONFLICT OF INTEREST

CONSULTANT covenants and agrees that CONSULTANT and its associates and employees will have no interest and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under

this Contract. All activities, investigations and other efforts made by CONSULTANT pursuant to this Contract will be conducted by employees, associates or subcontractors of CONSULTANT.

XXII.
NO DAMAGES FOR DELAYS

Notwithstanding any other provisions of this Contract, CONSULTANT 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. CONSULTANT assumes the risk of all suspensions of or delays in performance of this Contract, regardless of length thereof, arising from all causes whatsoever, whether or not relating to the Contract, including wrongful acts or omissions of CITY or its contractors or subcontractors except only to the extent, if any, that compensation or any extension of time may be due as expressly provided for elsewhere in this Contract for such suspension or delays and subject only to such exception. CONSULTANT shall bear the burden of all costs, expenses and liabilities which it may incur in connection with such suspensions or delays, and all such suspensions, delays, costs, expenses and liabilities of any nature whatsoever, whether or not provided for in this Contract, shall conclusively be deemed to have been within the contemplation of the parties.

Whenever in connection with this Contract it is required, expressly or otherwise, that CITY shall perform any act relating to the Contract, including making available any materials or other things, no guarantee is made by CITY as to the time of such performance and the delay of CITY in fulfilling such requirement shall not result in liability of any kind on the part of CITY except only to the extent, if any, that an extension of time or compensation may be due as expressly provided for in this Contract.

XXIII.
VENUE

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

XXIV.
EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT 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. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment 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 the following: 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.

XXV.

PROCUREMENT OF GOODS AND SERVICES FROM ARLINGTON
BUSINESSES AND/OR HISTORICALLY UNDERUTILIZED BUSINESSES

In performing this contract, CONSULTANT 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 projects and procurements, CITY 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, subcontractor 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, the CONSULTANT 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 CONSULTANT agrees to provide information about its minority status at time of contract execution. City will provide a Data Gathering Form with the award letter. CONSULTANT 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 CONSULTANT 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 CONSULTANT and any applicable firms. CONSULTANT 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 CONSULTANT's responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

XXVI.

NO THIRD-PARTY BENEFICIARY

For purposes of this Contract, including its intended operation and effect, the Parties (CITY and CONSULTANT) specifically agree 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 CONSULTANT 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 CONSULTANT.

XXVII.

NOTICES

All notices and communications under this Contract to be mailed or delivered to CITY shall be sent to the address of CITY's agent as follows, unless and until CONSULTANT is otherwise notified:

Keith E. Brooks, P.E., CFM
Director
Department of Public Works and Transportation
City of Arlington
Mail Stop 01-0220
Post Office Box 90231
Arlington, Texas 76004-3231

Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted by the sending party.

XXVIII
ISRAEL PROVISION

Pursuant to Chapter 2270 of the Texas Government Code, the CONSULTANT verifies by signing this Contract that the CONSULTANT does not boycott Israel and will not boycott Israel during the term of this Contract.

XXIX.
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 CONSULTANT, for itself, its assignees and successors in interest (hereinafter referred to as the "CONSULTANT") agrees as follows:

(1) Compliance with Regulations: The CONSULTANT 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 CONSULTANT, 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT of the CONSULTANT'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 CONSULTANT 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 a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information the CONSULTANT 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.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'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 CONSULTANT under the contract until the CONSULTANT complies, and/or

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

(6) Incorporation of Provisions: The CONSULTANT 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 CONSULTANT 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 CONSULTANT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the CONSULTANT may request the City of Arlington to enter into such litigation to protect the interests of the City of Arlington, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their representatives duly authorized on the day and year first written above.

CONSULTANT:
CONSULTING FIRM

BY: _____
Engineer/Consultant Name
Title

CITY OF ARLINGTON, TEXAS:

BY: _____
Keith E. Brooks, P.E., CFM
Director of Public Works and Transportation

APPROVED AS TO FORM:
Teris Solis, City Attorney

ATTEST:
Alex Busken, City Secretary

BY: _____

THE STATE OF TEXAS §

Consultant 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 Keith E. Brooks, P.E., CFM, 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 and 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

**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

MWBE SUBCONTRACTING PLAN

Project Name: _____

Project No: _____ Date: _____

LEGEND

MWBE = Minority/Woman Business Enterprise

* Answer with "YES" or "NO"

Prime Consultant	*Arlington Firm (Yes/No)	*MWBE (Yes/No)

LIST **ALL** SUBCONTRACTING OPPORTUNITIES (use additional sheets if necessary):

Name of Company and Description of Work Type	*Potential Arlington and/or MWBE Firm Ethnicity (Yes/No)	Anticipated Percentage (%) of Work
	/	
	/	
	/	
	/	
	/	
	/	
	/	
	/	

Please complete this form and include with proposal, as an attachment.

Upon formal award of said project, the proposer will submit a Prime, Subs & MWBE Report identifying the Local and/or MWBE subcontractor(s) that will perform the listed work. By signing below, the recommended proposer shall agree to meet their Local and/or MWBE goal based on the information provided on this document.

Name of Company's Main Contact Person _____

Signature of Main Contact Person _____

Minority/Woman Business Enterprise (MWBE)

Minority and/or Woman-owned Business Enterprises are encouraged to participate in all City procurement solicitation. In order to be identified as a certified Minority/Woman Business Enterprise with the City of Arlington, Texas; this form, along with a copy of the selected certification, should be included with the bid/proposal.

PLEASE CHECK THE APPROPRIATE ETHNICITY AND/OR GENDER:

American Indian Asian Black Hispanic Woman Owned

Certification Status: Is the firm certified as a Minority, Woman, or Disadvantaged Business Enterprise by a government or business development agency? Yes No (If yes, please select specific agency)

- North Central Texas Regional Certification Agency (NCTRCA)
- State of Texas Historically Underutilized Business (HUB)
- Dallas/Fort Worth Minority Supplier Development Council (DFW MSDC) or NMSDC affiliate
- Women's Business Council – Southwest (WBC-SW) or WBENC affiliate
- Texas Department of Transportation, Disadvantaged Business Enterprise (TxDOT, DBE)
- Small Business Administration, 8(A) Program
- Other (please specify) _____

The City of Arlington encourages minority participation and utilizing MWBE subconsultants where there are opportunities on this project.

