



**2023 REQUEST FOR  
QUALIFICATIONS  
FOR THE  
DEPARTMENT OF PUBLIC WORKS,  
WATER UTILITIES DEPARTMENT,  
AND  
ASSET MANAGEMENT  
DEPARTMENT  
CAPITAL PROGRAM**

October 7, 2022

The City of Arlington, Department of Public Works, Water Utilities Department, and Asset Management 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., NOVEMBER 4, 2022.**

**Any questions related to the proposal shall be submitted by email to [annualrfq@arlingtontx.gov](mailto:annualrfq@arlingtontx.gov) no later than noon, October 21, 2022.**

Submit one USB (in a sealed envelope) containing .pdf files to the address below:

**City of Arlington  
Department of Public Works  
City Hall – 2<sup>nd</sup> Floor  
101 W. Abram Street  
Arlington, TX 76010**

**\*Note: Absolutely no faxed, emailed or paper copies 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 CATEGORIES

Engineering and professional services implemented by the Department of Public Works, Water Utilities Department and Asset Management Department generally fall into the project categories below.

Category Number	Anticipated number of projects	Category and Description
1	1	<p><b>Roadway Design</b> (arterial / collector) Generally includes:</p> <ul style="list-style-type: none"> <li>○ Design of roadway improvements with water and sanitary sewer renewals and drainage facilities in accordance with the City of Arlington’s Design Criteria Manual and compliance with all other City codes and ordinances; and with State of Texas and Federal regulations.</li> <li>○ Sidewalks and curb ramps that comply with the latest ADA standards.</li> <li>○ Topographic/Field Survey.</li> <li>○ Preparation of right-of-way and easement parcels.</li> <li>○ Landscaping and irrigation design.</li> <li>○ Streetlights &amp; traffic signal design.</li> <li>○ State and federal grants, permitting, and compliance.</li> </ul>
2	2	<p><b>Residential Street Rebuild</b> Generally includes:</p> <ul style="list-style-type: none"> <li>○ Design of street improvements with water and sanitary sewer renewals and drainage facilities in accordance with the City of Arlington’s Design Criteria Manual and compliance with all other City codes and ordinances; and with State of Texas and Federal regulations.</li> <li>○ Sidewalks and curb ramps that comply with the latest ADA standards.</li> <li>○ Topographic/Field Survey.</li> <li>○ Preparation of right-of-way and easement parcels.</li> <li>○ Solutions to water ponding at various locations.</li> </ul>
3	2	<p><b>Sidewalk Design</b> Generally includes:</p> <ul style="list-style-type: none"> <li>○ Design of sidewalk, curb ramps, crosswalks, Accessible Pedestrian Signal (APS) facilities, and other pedestrian elements that comply with the latest ADA standards.</li> <li>○ State and federal grants, permitting, and compliance.</li> </ul>
4	2	<p><b>Intersection Improvements Design</b> Generally includes:</p> <ul style="list-style-type: none"> <li>○ Design of intersection improvements in accordance with the City of Arlington’s Design Criteria Manual and compliance with all other City codes and ordinances; and with State of Texas and Federal regulations.</li> <li>○ Water and sanitary sewer adjustment design.</li> <li>○ Sidewalks and curb ramps.</li> <li>○ Topographic/Field Survey.</li> <li>○ Preparation of right-of-way and easement parcels.</li> <li>○ State and federal grants, permitting, and compliance.</li> </ul> <p>Roundabout design includes:</p>

		<ul style="list-style-type: none"> <li>○ Complete redesign to convert an intersection into Roundabout.</li> <li>○ Landscaping and irrigation design.</li> </ul> <p>TxDOT Intersection generally includes:</p> <ul style="list-style-type: none"> <li>○ Design in accordance with TxDOT’s standards, review process, and permitting.</li> <li>○ Streetlights &amp; Traffic Signals.</li> </ul>
<b>5</b>	<b>As Needed</b>	<p><b>Bridge Repairs</b></p> <p>Generally includes:</p> <ul style="list-style-type: none"> <li>○ Design of structural repairs for bridges, culverts, embankments, retaining walls, etc. adjacent to streams or channels.</li> <li>○ Design of elements associated with structures (roadways, sidewalks, railing, landscaping, subsurface utility engineering, etc.).</li> <li>○ Development of structural construction plans and specifications.</li> <li>○ Flood studies in both steady and unsteady HEC-RAS to determine downstream impacts.</li> <li>○ Bridge evaluation and inspection.</li> <li>○ State and federal grants, permitting, and compliance.</li> </ul>
<b>6</b>	<b>3</b>	<p><b>New Bridge/Culvert Design</b></p> <p>Generally includes:</p> <ul style="list-style-type: none"> <li>○ Topographic/Field Survey and SUE.</li> <li>○ Preparation of right-of-way and easement exhibits.</li> <li>○ Geotechnical Analysis and design.</li> <li>○ Flood studies in both steady and unsteady state HEC-RAS to determine downstream impacts and required mitigation.</li> <li>○ CLOMR and LOMR submittals to FEMA.</li> <li>○ Structural design of culvert type bridges.</li> <li>○ Design of incidental public infrastructure (roadways, storm drains, water, sewer, etc.).</li> <li>○ Design of structural stream stabilization (modular block walls, concrete walls, gabions, articulated block, etc.) for stream transitions.</li> <li>○ Developing construction plans.</li> <li>○ State and federal grants, permitting, and compliance.</li> </ul>
<b>7</b>	<b>4</b>	<p><b>Drainage Design (small projects)</b></p> <p>Generally includes:</p> <ul style="list-style-type: none"> <li>○ Topographic/Field Survey.</li> <li>○ Preparation of right-of-way and easement exhibits.</li> <li>○ Design of drainage pipe, channel, and/or ditch repairs or improvements (generally less than \$500,000 in construction costs).</li> <li>○ Evaluating non-riverine urban drainage systems hydrology and hydraulics with simplified methods to show no adverse impacts.</li> <li>○ Design of incidental public infrastructure (roadways, water, sewer, etc.)</li> <li>○ Developing construction plans in existing neighborhoods.</li> </ul>
<b>8</b>	<b>4</b>	<p><b>Complex Drainage Design</b></p> <p>Generally includes:</p> <ul style="list-style-type: none"> <li>○ Evaluating complex storm drain systems that includes pipes, channels, ponds, etc.</li> </ul>

		<ul style="list-style-type: none"> <li>○ Flood studies in steady state HEC-RAS, unsteady HEC-RAS, XP-SWMMM, and/or InfoWorks ICM to determine downstream impacts and required mitigation.</li> <li>○ Developing conceptual design alternatives.</li> <li>○ CLOMR and LOMR submittals to FEMA.</li> <li>○ Topographic/Field Survey.</li> <li>○ Preparation of right-of-way and easement exhibits.</li> <li>○ Design of storm drainage infrastructure including but not limited to pipe systems, channels, and detention ponds.</li> <li>○ Design of incidental public infrastructure (roadways, water, sewer, etc.).</li> <li>○ Developing construction plans.</li> <li>○ State and federal grants, permitting, and compliance.</li> </ul>
<b>9</b>	<b>As Needed</b>	<p><b>Erosion and Stream Assessment and Design</b> Generally includes:</p> <ul style="list-style-type: none"> <li>○ Geomorphological based stream assessments.</li> <li>○ Flood studies in both steady and unsteady state HEC-RAS to determine downstream impacts and required mitigation.</li> <li>○ Topographic/Field Survey.</li> <li>○ Preparation of right-of-way and easement exhibits.</li> <li>○ Geotechnical Analysis and design.</li> <li>○ Engineering design for natural stream stabilization (grading, vegetation, TRM, grade control, root wads, stream restoration, etc.).</li> <li>○ Engineering design for structural stream stabilization (modular block walls, concrete walls, gabions, articulated block, etc.).</li> <li>○ Developing construction plans (including appropriate access points) in highly urbanized environments.</li> <li>○ State and federal grants, permitting, and compliance.</li> </ul>
<b>10</b>	<b>2</b>	<p><b>Drainage Technical Review and Engineering Assistance</b> Generally includes:</p> <ul style="list-style-type: none"> <li>○ Flood Study Review (steady and unsteady HEC-RAS, XPSWMM and/or Infoworks ICM).</li> <li>○ CLOMR/LOMR/CDC Review.</li> <li>○ Detention Pond Analysis Review.</li> <li>○ Drainage Plan Review.</li> <li>○ Floodplain Development Permit Review.</li> <li>○ Field Engineering and Survey Services.</li> <li>○ State and federal grants, permitting, and compliance.</li> </ul>
<b>11</b>	<b>1</b>	<p><b>Dredging and Permits Services</b> Generally includes:</p> <ul style="list-style-type: none"> <li>○ Dredging Design.</li> <li>○ State and Federal submittals, permitting, and compliance.</li> </ul>
<b>12</b>	<b>As Needed</b>	<p><b>Professional Surveying Services</b> Generally includes:</p> <ul style="list-style-type: none"> <li>○ Fulfilling duties as City Surveyor.</li> <li>○ Legal descriptions and sketch of description.</li> <li>○ Boundary Surveys.</li> </ul>

		<ul style="list-style-type: none"> <li>○ Plan Review.</li> <li>○ Field Surveying Services.</li> <li>○ Easements.</li> <li>○ As-built Surveys.</li> <li>○ CADD Services.</li> <li>○ RPLS .</li> </ul>
<b>13</b>	<b>On Call</b>	<p><b>Small Diameter Pipeline Design</b> Generally includes:</p> <ul style="list-style-type: none"> <li>○ On call design of water and sanitary sewer main projects ranging from 8-inch to 15-inch diameter, including associated street pavement repair or replacement.</li> </ul>
<b>14</b>	<b>1</b>	<p><b>Large Diameter Pipeline Design</b> Generally includes:</p> <ul style="list-style-type: none"> <li>○ Green Oaks Transfer Valve, CFA Pump Station Abandonment, and 42-inch Connections. <ul style="list-style-type: none"> <li>○ New transfer valve vault with flow meter, electrical, SCADA, and instrumentation</li> <li>○ Various Upper Pressure Plan connections to the 42-inch transmission water main along Green Oaks Boulevard</li> <li>○ Disconnect the CFA Pump Station piping from the Upper Pressure Plane transmission mains.</li> <li>○ Abandonment of CFA Pump Station, Clearwell, and onsite piping.</li> </ul> </li> <li>○ On call design of water and sanitary sewer main projects ranging from 16-inches and greater in diameter, including associated street pavement repair or replacement.</li> </ul>
<b>15</b>	<b>On Call</b>	<p><b>Pipeline Stream Crossing Design and Geomorphological Services</b> Generally includes:</p> <ul style="list-style-type: none"> <li>○ On call engineering support during emergency stream crossing repairs</li> <li>○ Permanent design of water and sanitary sewer pipelines and localized stream stabilization at stream crossings</li> <li>○ Perform geomorphological services in evaluating existing creeks related to rate of erosion and creek flow direction next to water and sanitary sewer main crossings.</li> <li>○ State and federal permitting related to work within or next to a stream.</li> <li>○ Drainage studies and geotechnical investigations may be required</li> </ul>
<b>16</b>	<b>On Call</b>	<p><b>Water Utility Local, State, and Federal Funding Assistance</b> Generally includes:</p> <ul style="list-style-type: none"> <li>○ Identifying and evaluating funding sources (loans and grants) that match the Water Utility’s capital improvement project needs.</li> <li>○ Preparing, coordinating, and submitting required documents related to specific funding application processes.</li> <li>○ Consultant should have experience with submission and award on behalf of a municipality to the Texas Water Development Board for both Drinking Water SRF and Clean Water SRF.</li> </ul>

17	On Call	<b>Water Treatment Misc. Engineering Support</b> Generally includes: <ul style="list-style-type: none"> <li>○ Holistic design of water treatment facilities which includes process mechanical, electrical, structural, and instrumentation &amp; controls</li> <li>○ Pump and hydraulic evaluations</li> <li>○ Civil site design</li> </ul>
18	On Call	<b>Water Treatment Misc. Structural Engineering Support</b> Generally includes: <ul style="list-style-type: none"> <li>○ Projects where majority of scope is structural in nature (structural repairs and evaluations)</li> </ul>
19	On Call	<b>Water Treatment Misc. Electrical Engineering Support</b> Generally includes: <ul style="list-style-type: none"> <li>○ Projects where majority of scope is electrical in nature</li> </ul>
20	1	<b>Water Tank Inspection and Evaluation Services</b> Generally includes: <ul style="list-style-type: none"> <li>○ Dry inspection and evaluation of existing elevated storage (EST) tanks</li> <li>○ Conduct a field evaluation of each EST, including tank washout (sediment removal), disinfection, and prepare a certified engineering report.</li> <li>○ Perform engineering and inspection services related to various water tanks on an as-needed basis</li> </ul>
21	On Call	<b>Lake Arlington Dam Engineering Services</b> Generally includes: <ul style="list-style-type: none"> <li>○ Perform a dam inspection using guidelines established by the U.S. Army Corps of Engineers</li> <li>○ Provide a detailed report with observations made during the inspection as well as any recommendations. The report shall be suitable for submission to the Texas Commission on Environmental Quality.</li> <li>○ Prepare drawings and specifications for improvements related to the dam</li> <li>○ Prepare and conduct a tabletop exercise with City staff.</li> <li>○ Update the Emergency Action Plan for the Lake Arlington Dam</li> </ul>
22	As Needed	<b>Building Commissioning</b> Generally includes: <ul style="list-style-type: none"> <li>○ Design Phase Services, including design review, basis of design, and design documents</li> <li>○ Construction Phase Services, including contractor's submittals review, developing a systems manual, training, and review</li> </ul>
23	As Needed	<b>Geotechnical Engineers</b> Generally includes: <ul style="list-style-type: none"> <li>○ Provide site investigation</li> <li>○ Take borings</li> <li>○ Provide a geotechnical report</li> </ul>
24	As Needed	<b>Material Testing Labs</b> Generally includes: <ul style="list-style-type: none"> <li>○ Earthwork Control Testing</li> <li>○ Drill Pier Observation</li> </ul>

		<ul style="list-style-type: none"> <li>○ Cast-in-place Concrete Testing</li> <li>○ Masonry testing</li> <li>○ Inspect steel reinforcement</li> <li>○ Structural Steel Observation</li> <li>○ Sprayed Fire-Resistant Material Inspection</li> <li>○ Close Out Letter</li> </ul>
25	As Needed	<p><b>Architectural/Engineering Firms for Various Phases of Design and Construction</b>  <b>For Projects within these 3 categories: Up to \$5 million, up to \$10 million, and over \$10 million</b>  Generally includes:</p> <ul style="list-style-type: none"> <li>○ Provide recommended maintenance and operations costs</li> <li>○ Assist in coordination and production of public information</li> <li>○ Provide architectural and interior design solutions for various projects</li> <li>○ Coordinate with various entities to establish goals, constraints, priorities, and responsibilities</li> <li>○ Prepare a Master Schedule including planning activities, design, and construction phases</li> <li>○ Assist with bid activities and contract development</li> <li>○ Track project costs and project cash flows</li> <li>○ Provide field and quality control/ quality assurance oversight</li> <li>○ Provide on-site construction inspection services</li> <li>○ Feasibility studies (to include site selection or reconfiguration, programming, cost estimating, etc.)</li> </ul>
26	As Needed	<p><b>Structural/MEP Engineer for New or Renovated Facilities</b>  Generally includes:</p> <ul style="list-style-type: none"> <li>○ Provide recommended maintenance and operations costs</li> <li>○ Assist in coordination and production of public information</li> <li>○ Coordinate with various entities to establish goals, constraints, priorities, and responsibilities</li> <li>○ Prepare a Master Schedule including planning activities, design, and construction phases</li> <li>○ Assist with bid activities and contract development</li> <li>○ Track project costs and project cash flows</li> <li>○ Provide field and quality control/ quality assurance oversight</li> <li>○ Provide on-site construction inspection services</li> <li>○ Assess existing structural systems in designated buildings</li> <li>○ Assess mechanical, electrical, and plumbing systems in designated buildings</li> </ul>
27	As Needed	<p><b>Environmental Hygienist (Asbestos Investigation)</b>  Generally includes:</p> <ul style="list-style-type: none"> <li>○ Asbestos Survey activities</li> <li>○ Sample collection</li> <li>○ Asbestos Survey Report</li> <li>○ Project Design</li> <li>○ Pre-bid Meeting &amp; Bid Review</li> <li>○ Project Management &amp; Air Monitoring</li> </ul>



		<ul style="list-style-type: none"> <li>○ Asbestos Abatement Summary Report</li> </ul>
<b>28</b>	<b>As Needed</b>	<b>Test &amp; Balance Firms for Mechanical Systems</b> Generally includes: <ul style="list-style-type: none"> <li>○ Perform Test and Balance work</li> <li>○ Issue Deficiency Reports</li> </ul>

**4.0 PROPOSAL SUBMITTAL REQUIREMENTS**

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

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

**GENERAL INFORMATION**

- All responses to categories must be submitted in pdf format following the naming convention in the below section.
- The minimum font size shall be 10 pt. digitally formatted to fit 8 ½ x 11 print size.
- 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.
- Include and complete an MWBE -Utilization Plan for each category for which you wish to be considered.
- Include MWBE Certificates for each MWBE subconsultant to be used.

**NAMING CONVENTION:**

- YourFirmName – Consultant Contact Sheet.pdf
- YourFirmName – Cover Letter.pdf
- YourFirmName – Category #.pdf  
 Example: ArchitecturalandEngineeringExcellence – Category 12.pdf  
 The Category PDF should include the relevant MWBE Forms and Certificates for the team you are identifying for that category.

**PROJECT CATEGORIES**

There is no limitation to the number of categories you can submit. Provide a separate pdf file 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 three (3) pages in length

- Contain an organizational chart that includes all key personnel for potential project elements (project manager, design team leads, QA/QC personnel).
- Qualifications of all key personnel including certifications, education, and a brief summary of experience.
- Potential subconsultant should be included in the organization chart and their qualifications should be included in this section. Please indicate if the subconsultants are MWBE's.

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 team members. Each project description shall:

- Be no more than one (1) page in length
- Contain the following information:
  - Project name, scope, location, construction cost (if applicable), and year completed
  - Client name, phone number, and point of contact
  - If work was completed as a sub to another consultant, also include main consultant name, phone number, and point of contact
  - Roles of category Project Manager and other key personnel
- One (1) signed and sealed, 11" x 17" plan sheet in pdf format related to the category for each recent project example, if project included preparation of construction plans.
- For Engineering/Architectural Services:
  - Must have completed design within the last five (5) years
  - Projects shall include public improvements or studies completed for a municipal or other governmental agency
- For Surveying and Testing Services:
  - Must have completed the services within the last five (5) years

**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. Demonstration of the proposer's ability to meet Minority/Women Business Enterprise utilization goals will be considered in the negotiation process. 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) POLICY**

As of March 30, 2021, the City of Arlington implemented a Minority and/or Woman-Owned Business Enterprise (MWBE) program whereby minority/woman-owned businesses are included in the City's procurement process for all basic goods and services, construction, and professional services. The City and the Office of Business Diversity will ensure MWBE companies are provided an equal opportunity to compete for all City procurements.

As a city council initiative, all proposers are required to utilize certified MWBE companies and/or persons for a minimum of 30% of the total project cost. With the adoption of a MWBE Program, all proposals will be reviewed to see whether said proposer(s) has met the spirit of the city's efforts for MWBE inclusion. During the negotiation phase, the Office of Business Diversity will reevaluate the MWBE project specific goal and review/request the necessary documentation with the recommended proposer(s).

All proposers must submit a MWBE Utilization Plan (see attached) along with their subconsultant's MWBE certification, with their proposal, identifying the project's subconsultants and the estimated percentage of work performed by each subconsultant.

Following the formal notice to proceed, the awarded proposer will be required to report MWBE expenditures in the B2GNow Diversity Software System. To access the system, go to <https://arlingtontx.diversitycompliance.com> in your internet browser address line. If you have never utilized the Supplier Diversity Management System, you can sign up for free webinar trainings at <https://arlingtontx.diversitycompliance.com> and click on System Training.

## **7.0 ENGINEERING/PROFESSIONAL SERVICES CONTRACT**

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

## **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/Professional 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/Professional 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 A– Consultant Contact Sheet*

*MWBE Utilization Plan (required for each category)*

*Attachment B- ESC*

*Attachment C - PSC*

2023 RFQ Consultant Contact Sheet

PRIME FIRM NAME:

ADDRESS:

CITY/STATE/ZIP:

MWBE:  Yes (if yes, please attach Certificate)

No

All MWBE is for information purposes only. No preference shall be given nor this information affect the results of the selection.

**\*PLEASE INSERT THIS WITH YOUR SUBMITTAL UNDER GENERAL INFORMATION**

PRIME CONSULTANT						SUB CONSULTANTS (Provide Info if available at this time)			
CATEGORY	CONTACT NAME	TITLE	ADDRESS	PHONE	EMAIL	NAME OF SUB	DESCRIPTION OF WORK	MWBE (Answer Yes or No)	ARLINGTON FIRM (Answer Yes or No)
Roadway Design (arterial/collector)									
Residential Street Rebuild									
Sidewalk Design									
Intersection Improvements Design									
Bridge Repairs									
New Bridge/Culvert Design									
Drainage Design (small projects)									
Complex Drainage Design									
Erosion and Stream Assessment and Design									

PRIME FIRM NAME:

ADDRESS:

CITY/STATE/ZIP:

MWBE:  Yes (if yes, please attach Certificate)

No

All MWBE is for information purposes only. No preference shall be given nor this information affect the results of the selection.

**\*PLEASE INSERT THIS WITH YOUR SUBMITTAL UNDER GENERAL INFORMATION**

PRIME CONSULTANT						SUB CONSULTANTS (Provide Info if available at this time)			
CATEGORY	CONTACT NAME	TITLE	ADDRESS	PHONE	EMAIL	NAME OF SUB	DESCRIPTION OF WORK	MWBE (Answer Yes or No)	ARLINGTON FIRM (Answer Yes or No)
Drainage Technical Review and Engineering Assistance									
Dredging and Permits Services									
Professional Survey Services									
Small Diameter Pipeline									
Large Diameter Pipeline									
Pipeline Stream Crossing									
Water Utility Local, State, & Federal Funding Assistance									
Water Treatment Misc. Engineering Support									
Water Treatment Misc. Structural Engineering Support									

PRIME FIRM NAME:

ADDRESS:

CITY/STATE/ZIP:

MWBE:  Yes (if yes, please attach Certificate)

No

All MWBE is for information purposes only. No preference shall be given nor this information affect the results of the selection.

**\*PLEASE INSERT THIS WITH YOUR SUBMITTAL UNDER GENERAL INFORMATION**

PRIME CONSULTANT						SUB CONSULTANTS (Provide Info if available at this time)			
CATEGORY	CONTACT NAME	TITLE	ADDRESS	PHONE	EMAIL	NAME OF SUB	DESCRIPTION OF WORK	MWBE (Answer Yes or No)	ARLINGTON FIRM (Answer Yes or No)
Water Treatment Misc. Electrical Engineering Support									
Water Tank Inspection/Evaluation									
Lake Arlington Dam Engineering									
Building Commissioning									
Geotechnical									
Material Testing Labs									
Architectural/Engineering									
Structural/MEP Engineer									
Environmental Hygienist (Asbestos Investigation)									

**PRIME FIRM NAME:**

**ADDRESS:**

**CITY/STATE/ZIP:**

**MWBE:**  Yes (if yes, please attach Certificate)

No

All MWBE is for information purposes only. No preference shall be given nor this information affect the results of the selection.

**\*PLEASE INSERT THIS WITH YOUR SUBMITTAL UNDER GENERAL INFORMATION**

PRIME CONSULTANT						SUB CONSULTANTS <small>(Provide Info if available at this time)</small>			
CATEGORY	CONTACT NAME	TITLE	ADDRESS	PHONE	EMAIL	NAME OF SUB	DESCRIPTION OF WORK	MWBE <small>(Answer Yes or No)</small>	ARLINGTON FIRM <small>(Answer Yes or No)</small>
Test & Balance for Mechanical Systems									





# Office of Business Diversity

## MWBE UTILIZATION PLAN

Project Category: \_\_\_\_\_

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

### LEGEND

MWBE = Minority/Woman Business Enterprise

\* Ethnicity = Native American (AI), Asian Pacific/Indian (AS), African American (BL), Hispanic (HI), Caucasian Female (WO), or Non- Minority (N/A)

Prime Contractor	MWBE (Yes/No)

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

Name of Company and Description of Work Type	Potential MWBE Firm Ethnicity* (Yes/No)	Anticipated Dollar (\$) 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/WOMEN 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.**

**For City Use Only:**

I have reviewed this Utilization Plan and found that the \_\_\_\_\_ **HAS** or **HAS NOT** complied as per the City’s M/WBE Special Provisions.

Verified Goal attainment:

MBE \_\_\_\_\_%      WBE \_\_\_\_\_%

Reviewer

Date:

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 \_\_\_\_\_.

WITNESSETH:

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 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/Attachment "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 base design resulting in plans for construction (as detailed in Scope of Services/Attachment "A") in accordance with the requirements outlined in Section III, on an hourly fee basis as shown on Attachment "B", attached hereto and incorporated herein by reference as if written word for word. Tasks within the base \_\_\_\_\_ design fee shall be in an amount not to exceed \$\_\_\_\_\_.
- A. City agrees to pay to Engineer for base design resulting in plans for construction (as detailed in Scope of Services/Attachment "A") in accordance with the requirements outlined in Section III, on an hourly fee basis as shown on Attachment "B", attached hereto and incorporated herein by reference as if written word for word. Tasks within the base design fee shall include:

1. Street Paving & Drainage Design (charged at an hourly rate) in an amount not to exceed \$\_\_\_\_\_)
2. Stormwater Design (charged at an hourly rate) in an amount not to exceed \$\_\_\_\_\_)
3. Water Design (charged at an hourly rate) in an amount not to exceed \$\_\_\_\_\_)
4. Sewer Design (charged at an hourly rate) in an amount not to exceed \$\_\_\_\_\_)

B. City agrees to pay to Engineer on an hourly fee basis for the following Additional Services:

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 (total fee for this service not to exceed \$\_\_\_\_\_).
2. Engineer shall coordinate this Project with FEMA and obtain a Conditional Letter of Map Revision (total fee for this service not to exceed \$\_\_\_\_\_).
3. Engineer shall coordinate this Project with FEMA and obtain a Letter of Map Revision after construction is complete (total fee for this service not to exceed \$\_\_\_\_\_).
4. Engineer will establish the scope of and arrange for the soil and foundation investigations (total fee for this service not to exceed \$\_\_\_\_\_).
5. 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 (total fee for this service not to exceed \$\_\_\_\_\_).
6. 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 (total fee for this service not to exceed \$\_\_\_\_\_).
7. Engineer shall provide construction service at the request of the City. Such service may include, but not limited to field visits, change orders, plan revisions, etc. Engineer shall bill the City based on actual hours performed and associated direct cost (total fee for this service not to exceed \$\_\_\_\_\_).

C. 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 \$\_\_\_\_\_.

D. 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 "B" in an amount not

to exceed \$ \_\_\_\_\_ unless mutually agreed to in writing by the parties hereto. 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.

- E. Direct expenses shall include subcontract charges for printing, reproduction, and travel out of Tarrant and Dallas Counties directly related to the work. Direct costs shall not exceed the rates indicated in Attachment "C", which is attached hereto and incorporated herein by reference as if written word for word, for a total amount not to exceed \$ \_\_\_\_\_ Evidence of cost incurred for direct expenses shall be submitted with each billing.
- 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 Section II.C until satisfactory completion of the design survey as set forth herein.
  - 2. No interest shall accrue for late payments.
  - 3. 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 additional services as outlined in II.B for the maximum fee as indicated in parenthesis. In no case shall more than seventy-five percent (75%) of the amounts indicated be paid until such services are accepted by City.
- 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 “surface” coordinates or the latest version of the City’s GPS Monument Manual located on Public Works web page. Before the survey party is engaged in surveying on private property, City may send letters to all adjacent property owners and other affected property owners notifying them of the survey party's intent to survey for the project. Engineer shall coordinate with City to identify affected property(s) needing permission to survey. 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. General Requirements

1. For each plan and specification review, Engineer shall submit to City the following:
  - a. four (4) full scaled (22"x34")
  - b. four (4) half scaled (11"x17")
  - c. two (2) electronic files in .pdf format. One formatted to 22"x34" full scaled and one formatted to 11"x17" half scaled
  - d. an itemized construction cost estimate

These shall be reviewed and checked by City. Comments will be returned to Engineer for corrections. When the corrected copies of the plans and specifications are returned to City, responses to the City comments shall be returned along with corrected plans. 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 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 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.
- 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 shall be at minimum 30% complete. 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. Preliminary plans shall be at minimum 60% complete. The requirements for preliminary plans are included in the City of Arlington *Design Criteria Manual*.

- 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)/detailed location map of parcels 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 “surface” coordinates and the latest version of the City’s GPS Monument Manual (located on Public Works 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.
- G. 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, be at minimum 90% complete, and shall include:
1. Right-of-way plans and documents.
  2. Construction plans.
  3. Bid proposal.
  4. Special specifications as required.
- 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 “Bid Set”, sealed and dated. Engineer shall also submit an electronic file of the “Bid Set” 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.



### 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 special 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 and special 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 completed set of plans, special specifications, 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 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 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 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. 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.
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 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"; 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:
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 - Mail Stop 01-0220  
Attn: Amberley Shelby, Contract 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
- 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.

Minority/Woman Business Enterprise Contract Specific Goal

The City's Minority/Woman Business Enterprise (MWBE) utilization goal, for this project is \_\_\_\_\_ %.

The Engineer's MWBE commitment percentage is based on the total value of the contract including any change orders and modifications throughout the contract agreement.

The criteria used to set a MWBE Contract Specific Goal shall include business availability, the nature of the contract, the City's past experiences with MWBE participation in similar contracts, price competitiveness, subcontracting opportunities, progress towards meeting the annual goal and other relevant factors.

The MWBE utilization goal may be met through self-performance if Engineer is a certified MWBE firm, MWBE subcontractors or subconsultants, or good faith efforts, as set forth in Engineer's MWBE Utilization Plan. Engineer's MWBE Utilization Plan is subject to approval by the City. The Engineer cannot terminate, substitute, or change the terms of the MWBE Utilization Plan prior to or after Contract award without prior written consent from the City. If the Engineer is unable to meet its MWBE commitment with certified MWBE companies, the Engineer shall satisfy its commitment, as it relates to the scope of work changes, modifications, and/or amendments by soliciting new certified MWBE companies. Engineer shall submit a Request for Approval of Change to MWBE Utilization Plan for review and written approval from the City.

If the City observes any MWBE subcontractor or subconsultant other than those listed on the MWBE Utilization Plan are performing work or providing materials and/or equipment for those MWBE Subcontractors or subconsultants listed on the MWBE Utilization Plan, the Engineer will be notified in writing that an apparent violation is taking place and payments may be withheld in addition to any other sanctions included in the MWBE Policy and Procedures Manual. The Engineer will be given an opportunity to meet with the City prior to a finding of noncompliance.

XII.

Minority/Woman Business Enterprise (MWBE) Program:

While a contract specific goal has not been set for this contract, the City may meet to review ways for the Engineer to increase MWBE participation and meet the City's 30% aspirational MWBE goal. The City of Arlington has implemented a MWBE Annual Aspirational Goal of 30%. 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 Engineering firms are encouraged to utilize certified MWBE companies and/or persons for a minimum of 30% of the total project cost. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Contract, the 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. All Engineers must submit a MWBE Utilization Plan, identifying all subcontractors on the project and detail the dollar commitment of the Engineer, including MWBE participation.

XIII.  
MWBE Program Post Award Compliance

It is the City's policy to remove all barriers for MWBEs to compete and create a level playing field for MWBEs to participate in City contracts and related subcontracts.

The Engineer specifically shall comply with all applicable provisions of the City's MWBE Policy and Procedures and any amendments. MWBE and non-MWBE subcontractors also agree to comply with all applicable provisions of the City's MWBE Policy and Procedures and any amendments. The City's MWBE Policy and Procedures and any amendments thereto are incorporated by reference herein as though written word for word. The Engineer shall insert the substance of this provision in all subcontracts and purchase orders.

The Engineer shall appoint a high-level official with decision-making capabilities for the Engineer to administer and coordinate the Engineer's efforts to carry out the requirements and provisions of the City's MWBE Policy and Procedures and its Contractual commitments.

The City of Arlington reaffirms that it will not, nor will its engineers, discriminate based on race, age, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, gender, disability, or place of birth in the award and performance of contracts.

Every locally funded contract will be evaluated by the City to determine the appropriate method for enhancing MWBE participation, including progress towards the achievement of the annual aspirational MWBE goal and other program objectives.

Procedures for implementation, including good faith efforts requirements, information submitted with bid proposals, reporting procedures, etc., shall be consistent with the procedures utilized in the City's MWBE Policy & Procedures Manual.

The City will recognize MWBE companies that have received one or more certifications from the following organizations:

- North Central Texas Regional Certification Agency (NCTRCA),
- State of Texas Historically Underutilized Business (HUB),
- Texas Department of Transportation (TxDOT),
- DFW Minority Supplier Development Council (MSDC), and
- Woman's Business Council Southwest.

The City reserves the right to review, accept or reject any certification from agencies not listed.

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 through the City's Diversity Management System (B2Gnow). Engineer is responsible for ensuring its employees who are processing payment requests on its company's behalf are trained on the City's Diversity Management System (B2Gnow). It will be the Engineer's responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

Engineer shall pay its subcontractors and subconsultants no later than the 5th business day after the date the Engineer receives payment from the City. A finding of non-payment shall be a material breach of this contract. The City may withhold progress payments until the Engineer demonstrates timely payment due all subcontractors and subconsultants. The City also reserves the right to exercise other breach of contract remedies.

The failure by the Engineer to carry out the requirements of the MWBE Policy and Procedures is a material breach of the Contract and may result in the termination of the Contract or such other remedies as the City deems appropriate. Violation of MWBE Policies and Procedures, or Contractual obligations, may result in any one or more of the following sanctions:

1. Administrative Warning: Issued for first-time violations or minor violations.
2. Withholding of funds payable under the Contract, including, but not limited to, funds payable for work self-performed by the Engineer.
3. Temporarily suspending, at no cost to the City, Engineer's performance under the Contract.
4. Termination of the Contract.
5. Suspension/debarment of an Engineer for a period of time from participating in any solicitations issued by the City.

#### XIV.

##### 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.



XV.  
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.

XVI.  
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.

XVII.  
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 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.

XVIII.  
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.**

**XIX.**  
**Severability**

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.

**XX.**  
**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.

XXI.  
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.

XXII.  
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.

XXIII.  
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.

XXIV.  
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.

XXV.  
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.

XXVI.  
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.

XXVII.  
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.

XXVIII.  
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.

XXIX.  
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.

XXX.  
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.

XXXI.  
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:  
Keith E. Brooks, P.E., CFM  
Director of Public Works  
City of Arlington  
PO Box 90231, Mail Stop 01-0220  
Arlington, Texas 76004-3231

**XXXII.**  
**ISRAEL PROVISION**

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

**XXXIII.**  
**ANTI-BOYCOTT ENERGY COMPANIES PROVISION**

Pursuant to Chapter 2274 of the Texas Government Code, ENGINEER verifies by signing this Contract that ENGINEER does not boycott energy companies and will not boycott energy companies during the term of this Contract.

**XXXIV.**  
**PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE AGAINST FIREARM AND AMMUNITION INDUSTRIES**

Pursuant to Chapter 2274 of the Texas Government Code, ENGINEER verifies by signing this Contract that ENGINEER does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

**XXXV.**  
**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.

(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.

XXXVI.

Compliance with Texas Government Code Chapter 552

- A. In this section, Contracting Information shall have the same meaning as defined in Texas Government Code § 552.003(7).
- B. The Engineer must preserve all Contracting Information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;
- C. The Engineer must promptly provide to the governmental body any Contracting Information related to the contract that is in the custody or possession of the entity on request of the governmental body; and
- D. On completion of the contract, Engineer shall either
  1. Provide at no cost to the City all Contracting Information related to the contract that is in the custody or possession of the Engineer ; or
  2. Preserve the Contracting Information related to the contract as provided by the records retention requirements applicable to the City of Arlington.
- E. **The requirements of Subchapter J, Chapter 552, Government Code, map apply to this contract and the Engineer agrees that the contract can be terminated if the Engineer knowingly or intentionally fails to comply with a requirement of that subchapter.**

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

**ENGINEER:**

*(Enter name of Engineering/Consulting Firm)*

BY: \_\_\_\_\_

*(Enter Engineer/Consultant Name)*

*(Enter Title)*

**CITY OF ARLINGTON, TEXAS:**

BY: \_\_\_\_\_  
Keith E. Brooks, P.E., CFM  
Director of Public Works

APPROVED AS TO FORM:  
Molly Shortall, City Attorney

ATTEST:  
Alex Busken, City Secretary

BY: \_\_\_\_\_

\_\_\_\_\_

SAMPLE



THE STATE OF TEXAS §  
COUNTY OF \_\_\_\_\_ §

Engineer Acknowledgment

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 §  
COUNTY OF TARRANT §

City Acknowledgement

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 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

END OF DOCUMENT

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

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 \$1,000,000.00 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  
Department of Public Works, Mail Stop 01-0220  
Attn: Amberley Shelby, 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.

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.



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.

##### MINORITY/WOMAN BUSINESS ENTERPRISE CONTRACT SPECIFIC GOAL

The City's Minority/Woman Business Enterprise (MWBE) utilization goal, for this project is \_\_\_ %.

The Engineer's MWBE commitment percentage is based on the total value of the contract including any change orders and modifications throughout the contract agreement.

The criteria used to set a MWBE Contract Specific Goal shall include business availability, the nature of the contract, the City's past experiences with MWBE participation in similar contracts, price competitiveness, subcontracting opportunities, progress towards meeting the annual goal and other relevant factors.

The MWBE utilization goal may be met through self-performance if Engineer is a certified MWBE firm, MWBE subcontractors or subconsultants, or good faith efforts, as set forth in Engineer's MWBE Utilization Plan. Engineer's MWBE Utilization Plan is subject to approval by the City. The Engineer cannot terminate, substitute, or change the terms of the MWBE Utilization Plan prior to or after Contract award without prior written consent from the City. If the Engineer is unable to meet its MWBE commitment with certified MWBE companies, the Engineer shall satisfy its commitment, as it relates to the scope of work changes, modifications, and/or amendments by soliciting new certified MWBE companies. Engineer shall submit a Request for Approval of Change to MWBE Utilization Plan for review and written approval from the City.

If the City observes any MWBE subcontractor or subconsultant other than those listed on the MWBE Utilization Plan are performing work or providing materials and/or equipment for those MWBE Subcontractors or subconsultants listed on the MWBE Utilization Plan, the Engineer will be notified in writing that an apparent violation is taking place and payments may be withheld in addition to any other sanctions included in the MWBE Policy and Procedures Manual. The Engineer will be given an opportunity to meet with the City prior to a finding of noncompliance.

#### XXV.

##### MINORITY/WOMAN BUSINESS ENTERPRISE CONTRACT SPECIFIC GOAL

While a contract specific goal has not been set for this contract, the City may meet to review ways for the Engineer to increase MWBE participation and meet the City's 30% aspirational MWBE goal. The City of Arlington has implemented a MWBE Annual Aspirational Goal of 30%. 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 Engineering firms are encouraged to utilize certified MWBE companies and/or persons for a minimum of 30% of the total project cost. In the selection of subcontractors, suppliers, or other persons in organizations proposed for work on this Contract, the 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. All Engineers must submit a MWBE Utilization Plan, identifying all subcontractors on the project and detail the dollar commitment of the Engineer, including MWBE participation.

## XXVI.

### MWBE PROGRAM POST AWARD COMPLIANCE

It is the City's policy to remove all barriers for MWBEs to compete and create a level playing field for MWBEs to participate in City contracts and related subcontracts.

The Engineer specifically shall comply with all applicable provisions of the City's MWBE Policy and Procedures and any amendments. MWBE and non-MWBE subcontractors also agree to comply with all applicable provisions of the City's MWBE Policy and Procedures and any amendments. The City's MWBE Policy and Procedures and any amendments thereto are incorporated by reference herein as though written word for word. The Engineer shall insert the substance of this provision in all subcontracts and purchase orders.

The Engineer shall appoint a high-level official with decision-making capabilities for the Engineer to administer and coordinate the Engineer's efforts to carry out the requirements and provisions of the City's MWBE Policy and Procedures and its Contractual commitments.

The City of Arlington reaffirms that it will not, nor will its engineers, discriminate based on race, age, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, gender, disability, or place of birth in the award and performance of contracts.

Every locally funded contract will be evaluated by the City to determine the appropriate method for enhancing MWBE participation, including progress towards the achievement of the annual aspirational MWBE goal and other program objectives.

Procedures for implementation, including good faith efforts requirements, information submitted with bid proposals, reporting procedures, etc., shall be consistent with the procedures utilized in the City's MWBE Policy & Procedures Manual.

The City will recognize MWBE companies that have received one or more certifications from the following organizations:

- North Central Texas Regional Certification Agency (NCTRCA),
- State of Texas Historically Underutilized Business (HUB),
- Texas Department of Transportation (TxDOT),
- DFW Minority Supplier Development Council (MSDC), and

- Woman's Business Council Southwest.

The City reserves the right to review, accept or reject any certification from agencies not listed.

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 through the City's Diversity Management System (B2Gnow). Engineer is responsible for ensuring its employees who are processing payment requests on its company's behalf are trained on the City's Diversity Management System (B2Gnow). It will be the Engineer's responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

Engineer shall pay its subcontractors and subconsultants no later than the 5th business day after the date the Engineer receives payment from the City. A finding of non-payment shall be a material breach of this contract. The City may withhold progress payments until the Engineer demonstrates timely payment due all subcontractors and subconsultants. The City also reserves the right to exercise other breach of contract remedies.

The failure by the Engineer to carry out the requirements of the MWBE Policy and Procedures is a material breach of the Contract and may result in the termination of the Contract or such other remedies as the City deems appropriate. Violation of MWBE Policies and Procedures, or Contractual obligations, may result in any one or more of the following sanctions:

1. Administrative Warning: Issued for first-time violations or minor violations.
2. Withholding of funds payable under the Contract, including, but not limited to, funds payable for work self-performed by the Engineer.
3. Temporarily suspending, at no cost to the City, Engineer's performance under the Contract.
4. Termination of the Contract.
5. Suspension/debarment of an Engineer for a period of time from participating in any solicitations issued by the City.

## XXVII.

### 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.

**XXVIII.**  
**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  
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.

**XXIX.**  
**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.**

**XXX.**  
**ANTI-BOYCOTT ENERGY COMPANIES PROVISION**

**Pursuant to Chapter 2274 of the Texas Government Code, CONSULTANT verifies by signing this Contract that CONSULTANT does not boycott energy companies and will not boycott energy companies during the term of this Contract.**

**XXXI.**  
**PROHIBITION ON CONTRACTS WITH COMPANIES THAT DISCRIMINATE**  
**AGAINST FIREARM AND AMMUNITION INDUSTRIES**

**Pursuant to Chapter 2274 of the Texas Government Code, CONSULTANT verifies by signing this Contract that CONSULTANT does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not discriminate against a firearm entity or firearm trade association during the term of this Contract.**

**XXXII.**  
**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.

### XXXIII.

#### Compliance with Texas Government Code Chapter 552

- A. In this section, Contracting Information shall have the same meaning as defined in Texas Government Code § 552.003(7).
- B. The Engineer must preserve all Contracting Information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

- C. The Engineer must promptly provide to the governmental body any Contracting Information related to the contract that is in the custody or possession of the entity on request of the governmental body; and
- D. On completion of the contract, Engineer shall either
  - 1. Provide at no cost to the City all Contracting Information related to the contract that is in the custody or possession of the Engineer ; or
  - 2. Preserve the Contracting Information related to the contract as provided by the records retention requirements applicable to the City of Arlington.
- E. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the Engineer agrees that the contract can be terminated if the Engineer knowingly or intentionally fails to comply with a requirement of that subchapter.**

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

APPROVED AS TO FORM:  
Molly Shortall, City Attorney

ATTEST:  
Alex Busken, City Secretary

BY: \_\_\_\_\_

SAMPLE

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 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

END OF DOCUMENT