



## ADDENDUM

**TO:** Interested Parties  
**FROM:** Roger Grantham, Environmental Supervisor  
**DATE:** February 21, 2019  
**RE:** Addendum  
Project #: **ENV 19-02: Third Party Engineering Remedial Plans Review**

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As of Thursday, February 21, 2019, the following clarifications apply;

The Due Date for the RFQ Submittal has been changed:

**Request for Qualifications are now due Thursday, March 7, 2019.**

1. Section 2.14 of the RFQ states each provider is to submit a document with examples of previous remediation plan review with markups and recommendations. Since documents of this type would likely be considered confidential in nature, we feel it would be difficult for us and other firms to obtain permission from clients and/or the document authors to release these documents with comments. Is this request for example documents with markups a mandatory requirement of the RFQ?

No. With the nature of confidentiality, it is not a mandatory item, however if the plan was submitted to a regulatory agency for prior approval before implementation, then the document would not be considered sensitive in nature and should be included and is open to public record. Alternatively you may provide sufficient detail in the description of services in the references to demonstrate the plan review, comments on groundwater remediation strategies, approach to soil remediation strategies, and innovative remediation technologies used on the reference projects.

2. The City stated in the pre-bid meeting there is not a requirement to include any subcontractors. However, Section 1.8 states that 10 points will be awarded based on subcontractor's experience. If we do not include subcontractors, how will that 10 points be assessed?

If you do not add subcontractors for evaluation, then the points allocated for that will be assigned to the company and personnel experience total (45ea.).

# REQUEST FOR PROFESSIONAL QUALIFICATIONS

CITY OF FORT WORTH  
CODE COMPLIANCE DEPARTMENT  
ENVIRONMENTAL QUALITY DIVISION  
200 TEXAS  
FORT WORTH, TEXAS 76102



## PROJECT: ENV 19-02 – THIRD-PARTY PEER REVIEW FOR ENVIRONMENTAL ENGINEERING PROJECTS

**MUST BE DELIVERED TO PURCHASING DIVISION BEFORE 1:30  
ON THURSDAY, FEBRUARY 21, 2019**

Submitted by:

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

\_\_\_\_\_  
President/Vice-President printed name

\_\_\_\_\_  
Mailing Address

\_\_\_\_\_  
President/Vice-President signature

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Date

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
email

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## 1.0 REQUEST FOR QUALIFICATIONS

### 1.1 PROJECT DESCRIPTION

The purpose of this Request for Qualifications is to obtain information from capable and experienced firms as to their professional qualifications and their ability to provide “**Third-Party Peer Review Services for Environmental Engineering Remedial Projects**” to the City of Fort Worth for the Code Compliance -Environmental Quality Division. For more details on the scope of services, refer to section 2.2. For any contract awarded there is an expected not-to-exceed the contracted amount with no guaranteed minimum amount of work.

All work performed under the contract shall be in strict adherence to all applicable Federal, State and local rules and regulations.

Each provider including subcontractors shall NOT be listed on the Excluded Parties List System ([www.epls.gov](http://www.epls.gov)). Before proceeding on each portion of the project the provider including subcontractors will have to certify they are NOT on the EPLS.

### 1.2 GENERAL REQUIREMENTS

Compliance With Laws: All Contractors shall be required to comply with:

1. Chapter 17, “Human Relations,” Article III, “Discrimination,” Division 3, “Employment Practices,” of the City of Fort Worth, Texas Code of Ordinances, prohibiting discrimination in employment practices;
2. City of Fort Worth’s Business Diversity Enterprise (BDE) Ordinance, Ordinance No. 21606-01-2015;
3. The most recent revisions of applicable federal, state, and local laws, and the regulations established by the U.S. Environmental Protection Agency (EPA), the Texas Department of State Health Services (TDSHS), the Occupational Health and Safety Administration (OSHA), the Texas Commission on Environmental Quality (TCEQ), the U.S. Department of Transportation (DOT), the Texas Department of Transportation (TXDOT), the City of Fort Worth and any other entity that may have jurisdiction over work being performed; and
4. House Bill 1295 (codified in Section 2252.908 of the Texas Government Code) which is a new law that applies to many City contracts.

### 1.3 INTERPRETATION OF RFQ DOCUMENTS

All requests for an interpretation of the RFQ must be made in writing and submitted to the Code Compliance Department, Environmental Quality Division by fax, regular mail, or e-mail (preferred), at any time up to seven (7) calendar days prior to the time of the opening of qualifications documents. The person submitting the request will be responsible for its prompt delivery. No oral requests for interpretation will be answered.

The City will issue any interpretation of the RFQ as a formal addendum. Each provider that intends to submit a qualifications package must e-mail Mr. Roger Grantham with a notification of intent to submit.

The City will post addenda on its Purchasing website. The City will not be responsible for any other explanations or interpretations. It is the provider's obligation to determine if addenda have been issued prior to the deadline for submitting the qualifications package. No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the City of Fort Worth.

Requests for interpretations must be submitted to:

Roger Grantham  
Environmental Quality Division  
City of Fort Worth  
200 Texas Street, Fort Worth, TX, 76102-6311  
Phone 817-392-8592 FAX 817-392-6359  
[roger.grantham@fortworthtexas.gov](mailto:roger.grantham@fortworthtexas.gov)

#### 1.4 CONFLICTS

Should there be conflicts between the Qualifications Package documents and the final executed contract document; the final contract shall take precedence.

#### 1.5 PRE-QUALIFICATIONS MEETING

A Pre-Qualifications Conference will be held from **10 a.m. to 12:00 p.m., Tuesday, January 29, 2019 in the conference room on the 7<sup>th</sup> floor at 908 Monroe Street, Fort Worth, Texas.** Attendance at the pre-qualifications conference is not mandatory but is recommended.

The Qualification Documents submitted in accordance with this Request for Qualifications shall remain valid for ninety (90) days after the due date.

Qualifications documents, addenda, and specifications may be obtained from the City of Fort Worth Web site at <http://www.fortworthgov.org/purchasing/> in portable document format (PDF), or may be viewed at the Environmental Quality Division office at 908 Monroe Street, 7<sup>th</sup> Floor, Fort Worth, Texas 76102, during normal business hours. Contact Hayley Mann, at 817-392-5146 or email [roger.grantham@fortworthtexas.gov](mailto:roger.grantham@fortworthtexas.gov) for assistance.

#### 1.6 HOW TO SUBMIT A QUALIFICATIONS PACKAGE

Each Provider must submit **one (1) electronic copy of the entire Qualifications Package on a "flash or thumb" drive** to the City. No hardcopies will be accepted.

The qualifications package must include all items to complete the project or the entire Qualifications Package may be considered non-responsive and rejected. In case of ambiguity or lack of clarity, the City reserves the right to adopt the most advantageous construction thereof to the City or to reject the qualifications package.

**Qualification Packages (electronic thumb-drive only) must be submitted in a sealed envelope, addressed to the City of Fort Worth Purchasing Division, 200 Texas Street, Fort Worth, Texas 76102.**

**The Qualifications Packages must be received by the Purchasing Division no later than 1:30 p.m. on Thursday, February 21, 2019.**

The project number must be clearly marked on the envelope and the statement “**QUALIFICATION DOCUMENTS ENCLOSED, DELIVER TO PURCHASING DIVISION ONLY BEFORE 1:30 p.m. on Thursday, February 21, 2019**” placed in the lower left-hand corner of the envelope in which the documents are delivered. If the documents are placed in an envelope that is contained inside another envelope, the statement shall be placed on the outermost envelope.

Any Qualification Documents not properly marked or not received in the proper place by the proper time **will be considered non-responsive.**

**NO FAXED or EMAILED QUALIFICATIONS PACKAGE WILL BE ACCEPTED**

#### **1.7 OPENING OF QUALIFICATIONS PACKAGE**

The firm name for each qualification package submitted will be read aloud at read aloud at 2:00 p.m. on **Thursday, February 21, 2019**, in the Fort Worth City Council Chambers. The Qualification Packages shall be handled so as to avoid the disclosure of the remainder of their contents to competing offerors and so as to keep such contents secret during negotiations. All Qualification Packages will be open for public inspection after the contract is awarded.

However, information in the Qualification Packages subject to the trade secrets exception of the Public Information Act under §552.110 of the Texas Government Code or the confidential information exception under §552.101 of the Texas Government Code will not be open to public inspection. It is the responsibility of the Provider to clearly mark as such any information they deem trade secret or confidential.

#### **1.8 QUALIFICATIONS PACKAGE EVALUATION CRITERIA**

The City will select the most highly qualified Provider responding to the request, based upon demonstrated competence and the Qualifications Package. The Qualification Package will be evaluated by qualitative measures and will be weighted as follows:

<b>FACTOR</b>	<b>WEIGHT</b>
1. Provider's Company Experience	40 points
2. Provider's Personnel Experience	40 points
3. Provider's Work History With City*	10 points
4. Subcontractor's Experience	10 points
 <b>TOTAL</b>	 <b>100 points</b>

**\*No work history with the City may receive a score of 0 points.**

**NOTES:**

- *Any of the above factors may be weighted as low as -10 points.*
- *Statement of Qualifications (SOQ) for selected responsive parties may require face to face 60 minute interviews.*

The City may conduct such investigations as deemed necessary to assist in the evaluation of any Qualifications and to establish the responsibility, qualifications, and financial ability of the Provider, subcontractors, and other persons who are proposed to work on the project.

**1.9 NEGOTIATION OF THE CONTRACT**

After selecting the most highly qualified Provider, the City will then attempt to negotiate with such Provider a contract at a fair and reasonable price. At this time the City will request from Provider a Fee Statement for primary charges for the proposed scope of services. If a satisfactory contract cannot be negotiated with the most highly qualified Provider, the City shall formally end negotiations with that Provider, select the next most highly qualified Provider, and attempt to negotiate a contract with that Provider at a fair and reasonable price. This process shall continue until a contract is entered into, or until the City rejects all submittals and issues a new Request for Qualifications based on a new scope of work.

During negotiations, the Provider will also respond to the City's Business Diversity Enterprise (BDE) Utilization Requirements as set forth in Section 2.5 of this Request for Qualifications. The City will negotiate with the successful Provider any final changes to the contract and any exceptions identified in the Qualifications Package Documents. The City is not obligated to accept any exceptions made by Provider. After the negotiations, the City will prepare and issue the contract documents with the notice of award to the successful Provider.

**1.10 AWARD OF THE CONTRACT**

The City will send a notice of award letter to the successful Provider with three (3) sets of contract documents. The successful Provider must execute the contract in each set and return all three sets to the City. Upon receipt of the three sets, the City will execute each set and issue one set to the Provider with a letter entitled notice to proceed. This letter authorizes work to begin and invoices to be paid.



## **1.11 RESERVATIONS**

The City reserves the right to reject any or all Qualifications Packages and waive any or all formalities.

## 2.0 QUALIFICATIONS PACKAGE DOCUMENTS

### 2.1 QUALIFICATIONS PACKAGE DOCUMENT CHECKLIST

All Qualifications Package Documents, including this Checklist, must be completed in full and submitted in a sealed envelope, in the requested order, or the Qualifications Package may be considered as a non-responsive submittal.

<u>Qualifications Package Documents</u>	<u>Initial if Included</u>
1. QUALIFICATIONS CERTIFICATION	_____
2. VENDOR COMPLAINT TO STATE LAW	_____
3. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	_____
4. MINORITY BUSINESS ENTERPRISE (MBE)	_____
5. PROVIDER'S QUALIFICATIONS AND EXPERIENCE	_____
6. PROVIDER'S LICENSES AND CERTIFICATES	_____
7. SUBCONTRACTOR INFORMATION AND QUALIFICATIONS	_____
8. FINANCIAL STATEMENT	_____
9. PROVIDER'S LEGAL & COMPLIANCE HISTORY	_____
10. INSURANCE CERTIFICATES	_____
11. EXHIBITS & FEE SCHEDULE	_____
12. PREVAILING WAGE RATE	_____
13. COMPLIANCE & WORKERS COMPENSATION	_____

I understand that failure to submit all of these items may cause my submittal to be considered non-responsive.

PROVIDER:

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

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title (print or type)

## **2.2 SCOPE OF WORK**

Qualifications are being accepted by the City of Fort Worth for the provision of providing third-party engineering peer review services for environmental engineering designs involving City of Fort Worth environmental projects. A qualified firm will be contracted to the City of Fort Worth to perform the following tasks:

Provide environmental engineering design review services for environmental projects. Examples of items for review services will include, but shall not be limited to:

- plan and documentation reviews for environmental remediation system(s) engineering designs;
- application of sound science and engineering practices and design standards;
- regulatory compliance that is achievable and efficient;
- cost estimating an feasibility;
- environmental engineering, construction, regulatory permitting, ecosystem restoration, environmental impact studies, environmental support services, and other related engineering services;
- estimated efficiencies and return on investments regarding proposed instituted remedial designs and concepts;
- engineering cost opinions for capital and operations and maintenance costs;
- system and equipment layout, flow of materials, areas of concern, limitations and fatal flaws (if applicable), based on industry standards;
- local, state and federal environmental standards, related ordinances, and/or permitting process and provide updates and/or recommendations to stay current with industry standards, engineering practices, regulatory requirements, and/or the City's strategic planning objectives; and
- risks associated with design and methods.

Provider shall ensure that the Qualifications Package and any resumes included not only document relevant work experience but also summarize how the Provider has been a good steward of the client's funds.

Provider must be a licensed Professional Engineer registered in the State of Texas working with a firm that is registered and qualified to perform work in the State of Texas.

Additionally, details should be included how the Provider has brought creative solutions to the table in an effort to control costs, reduce project time, increase effectiveness, etc.

**THERE IS NO GUARANTEE OF ANY WORK UNDER THIS CONTRACT**

**2.3 VENDOR COMPLIANCE TO STATE LAW**

The 1985 Session of the Texas Legislature passed House Bill 620 relative to the award of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, non-resident bidders (out of state contractors whose corporate offices or principal place of business are outside of the State or Texas) bid projects for construction, improvements, supplies or services in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the State in which the non-resident’s principal place of business is located. The appropriate blanks in Section A must be filled out by all out-of-state or non-resident bidders in order for your bid to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. Resident bidders must check the box in Section B.

**A. Non-Resident vendors in \_\_\_\_\_ (give State), our principal place of business, are required to be \_\_\_\_\_ percent lower than resident bidders by State law. A copy of the Statute is attached.**

**Non-resident vendors in \_\_\_\_\_ (give State), our principle place of business, are not required to underbid resident bidders.**

**B. Our principle place of business or corporate office(s) is in the State of Texas.**

PROVIDER:

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

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title (print or type)

**2.4 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA**

Check if applicable \_\_\_\_\_

The undersigned acknowledges the receipt of the following addendum (a) to the Request for Qualifications, and has attached all addenda following this page. (Add lines if necessary).

__ Addendum Number 1	_____
	(date received)
__ Addendum Number 2	_____
	(date received)
__ Addendum Number 3	_____
	(date received)
__ Addendum Number 4	_____
	(date received)

Check if applicable \_\_\_\_\_

The undersigned acknowledges the receipt of no addenda to the Request for Qualifications.

PROVIDER:

_____ Company Name	BY: _____ (print or type name of signatory)
_____ Address	_____ (signature)
_____ City, State, Zip	_____ Title (print or type)

**2.5 MINORITY BUSINESS ENTERPRISE (MBE)**

In accordance with the City’s Business Diversity Enterprise Ordinance No. 20020-12-2011 (as amended), the City has goals for the participation of minority business enterprise in City contracts. A copy of the Ordinance can be obtained from the Office of the City Secretary.

The City’s MBE Ordinance Requirements for this Request for Qualifications **does not apply**.

The undersigned acknowledges the City’s MBE requirements as stated above,.

PROVIDER:

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

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Title (print or type)

**Remainder of page intentionally left blank**

**2.6 QUALIFICATIONS CERTIFICATION**

The undersigned having carefully examined the specifications, instructions, and conditions set forth in this Request for Qualifications, including all addenda, issued by the City of Fort Worth, affirms that he/she understands all requirements of this RFQ, is authorized to execute this Qualifications Package and any contract(s) and/or other transactions required by award of this solicitation, and hereby proposes to provide the industrial hygiene services as specified. The undersigned further attests and certifies that:

- a. Corporate provider equipment and personnel are capable of performing each task described in the Scope of Work (Section 2.2) either using proposer’s resources or through subcontracts.
- b. All qualifications documents have been submitted in one sealed envelope.
- c. Fee schedule is provided with the qualifications documents in a separate sealed envelope.
- d. This qualifications summary and the accompanying qualifications documents are intended to be complete and will remain valid for ninety (90) days from the date of submittal.

All City contractors are required to comply with Chapter 17, “Human Relations,” Article III, “Discrimination,” Division 3, “Employment Practices,” of the Code of the City of Fort Worth, prohibiting discrimination in employment practices. Submitter agrees that submitter, its employees, officers, agents, contractors or subcontractors, have fully complied with all provisions of such Ordinance, and that no employee, participant, applicant, contractor or subcontractor has been discriminated against according to the terms of such Ordinance by proposer, its employees, officers, agents, contractor or subcontractors herein.

This Qualifications Package Summary and the accompanying Qualifications Package Documents are intended to be complete and will remain valid for ninety (90) days from the date of submittal.

**The contractor is required to fill out and notarize the Certificate of Interested Parties Form 1295 and the form must be submitted to the Project Manager before the contract will be presented to the City Council. The form can be obtained at <https://www.ethics.state.tx.us/tec/1295-Info.htm>.**

PROVIDER:

\_\_\_\_\_  
(Company Name)

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(City, State, Zip)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Phone)

\_\_\_\_\_  
(Email)

## **2.7 PROVIDER'S QUALIFICATIONS AND EXPERIENCE**

### **2.7.1 Business Qualifications and Experience**

Provider shall include a copy of its current Statement of Qualifications (20-page maximum, 11 pt. type minimum). If subcontractors are to be utilized, each subcontractor must be discussed within the statement of Qualifications Package. Within the statement of Qualifications Package the Provider should include information concerning the following areas:

- environmental engineering design review services for environmental projects. Examples of items for review services will include, but shall not be limited to:
  - plan and documentation reviews for environmental remediation system(s) engineering designs;
  - application of sound science and engineering practices and design standards;
  - regulatory compliance that is achievable and efficient;
  - cost estimating and feasibility;
  - environmental engineering, construction, regulatory permitting, ecosystem restoration, environmental impact studies, environmental support services, and other related engineering services;
- estimated efficiencies and return on investments regarding proposed instituted remedial designs and concepts;
- engineering cost opinions for capital and operations and maintenance costs;
- system and equipment layout, flow of materials, areas of concern, limitations and fatal flaws (if applicable), based on industry standards;
- local, state and federal environmental standards, related ordinances, and/or permitting process and provide updates and/or recommendations to stay current with industry standards, engineering practices, regulatory requirements, and/or the City's strategic planning objectives; and
- risks associated with design and methods.



**2.7.2 Personnel Qualifications and Experience**

Provider should submit a brief résumé (one page maximum, 11 pt. type minimum) of **each** professional person who will be assigned to this contract. Identify key persons by name and title and describe the primary work assigned as well as the percentage of time each person will devote to this contract. Provider should complete a matrix similar to the one below. The position titles can be changed to fit Provider’s terminology but the ultimate job function should be clear. If a single individual fulfills more than one position then provide the relevant years of experience for that position.

Position Title / Job Function	Name	Years of Experience	Years with Provider

**2.8 SUBCONTRACTOR INFORMATION AND QUALIFICATIONS**

For each subcontractor to be used for services under this contract provide the information requested in the table below and include the following information with the Qualifications Package:

1. Concise statement of qualifications pertinent to the services to be provided under the contract;
2. A list of principals and officers of company including years of experience in applicable fields;

Subcontractor's Name	Subcontractor's Address	Subcontractor's Telephone No.	Subcontractor's Email	Proposed Tasks on the Project

**If necessary, provide more sheets to describe additional subcontractors**

## 2.9 INSURANCE

### **FOR PURPOSES OF THIS REQUEST FOR QUALIFICATIONS PACKAGE, PLEASE ATTACH A COPY OF YOUR CURRENT INSURANCE CERTIFICATE(S) FOLLOWING THIS SECTION AND INCLUDED WITHIN THE QUALIFICATIONS PACKAGE**

The successful Provider will be required by the contract to have insurance coverage as detailed below. Prior to commencing work, the Provider shall deliver to Fort Worth certificates documenting this coverage. The City may elect to have the Provider submit its entire policy for inspection.

#### **Insurance coverage and limits:**

Provider shall provide to the City certificate(s) of insurance documenting policies of the following coverage at minimum limits that are to be in effect prior to commencement of work on the contract:

1. **Commercial General Liability**
  - **\$1,000,000 each occurrence**
  - **\$2,000,000 aggregate**
  
2. **Automobile Liability**
  - **\$1,000,000 each accident, or**
  - **\$250,000 property damage / \$500,000 bodily injury per person per accident**

A commercial business auto policy shall provide coverage on "any auto," defined as autos owned, hired and non-owned during the course of this project.

3. **Worker's Compensation**
  - **Coverage A: statutory limits**
  - **Coverage B: \$100,000 each accident**  
**\$500,000 disease - policy limit**  
**\$100,000 disease - each employee****Waiver of Subrogation required.**

4. **Professional Liability**
  - **\$1,000,000 each claim**
  - **\$2,000,000 aggregate**

Professional Liability Insurance shall be written on a project specific basis. The retroactive date shall be coincident with or prior to the date of this contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of this contract and for five (5) years following completion of the contract (Tail Coverage). An annual certificate of insurance shall be submitted to the City for each year following completion of this contract.

5. **Environmental Impairment Liability and/or Pollution Liability**
  - **\$4,000,000 per occurrence.**

EIL coverage(s) must be included in policies listed in items 1 and 4 above; or, such insurance

shall be provided under a separate policy or policies. Liability for damage occurring while loading, unloading and transporting materials collected under the contract project shall be included under the Automobile Liability insurance or other policy(s).

Certificates of insurance evidencing that the Provider has obtained all required insurance shall be delivered to the City prior to Provider proceeding with the contract.

1. Applicable policies shall be endorsed to name the City an Additional Insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers as respects the contracted services.
2. Certificate(s) of insurance shall document that insurance coverage specified according to items in section 2.7 above are provided under applicable policies documented thereon.
3. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements.
4. A minimum of thirty (30) days' notice of cancellation or material change in coverage shall be provided to the City. A ten (10) days' notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Provider's insurance policies. Notice shall be sent to Roger Grantham, City of Fort Worth – Environmental Management Division, 200 Texas Street, Fort Worth, Texas 76102.
5. Insurers for all policies must be authorized to do business in the State of Texas or be otherwise approved by the City; and, such insurers shall be acceptable to the City in terms of their financial strength and solvency.
6. Deductible limits, or self-insured retentions, affecting insurance required herein shall be acceptable to the City in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained through insurance pools or risk retention groups must be also approved. Dedicated financial resources or letters of credit may also be acceptable to the City.
7. **Applicable policies shall each be endorsed with a waiver of subrogation in favor of the City as respects the contract.**
8. The City shall be entitled, upon its request and without incurring expense, to review the Provider's insurance policies including endorsements thereto and, at the City's discretion, the Provider may be required to provide proof of insurance premium payments.
9. The Commercial General Liability insurance policy shall have no exclusions by endorsements unless the City approves such exclusions.
10. The City shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of Provider's overhead.
11. All insurance required in section 2.7 above, except for the Professional Liability insurance

policy, shall be written on an occurrence basis in order to be approved by the City.

12. Subcontractors to the Provider shall be required by the Provider to maintain the same or reasonably equivalent insurance coverage as required for the Provider. When subcontractors maintain insurance coverage, Provider shall provide City with documentation thereof on a certificate of insurance. Notwithstanding anything to the contrary contained herein, in the event a subcontractor's insurance coverage is canceled or terminated, such cancellation or termination shall not constitute a breach by Provider of the contract.

## **2.10 PROVIDER'S LICENSES & CERTIFICATES**

Provider shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.

Provider should provide a copy of the appropriate certifications, registrations, and licenses and related certificates (including Subcontractors) with their submittal including but not limited to:

Provider shall provide necessary company licenses and certifications required to complete the project:

- **Current Texas Sales/Use Tax Certificate;**
- Current Texas Secretary of State Business/Company Registration exhibiting Officers of Business/Company; and Current **Certificate of Good Standing** (Texas Secretary of States' office).
- Provider shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work.
- Provider should provide a copy of the appropriate certifications, registrations, and licenses and related certificates (including Subcontractors) with their submittal including but not limited to:
  - TCEQ Corrective Action Specialist (CAS);
  - TCEQ Correction Action Project Manager (CAPM);
  - Professional Engineer (PE);
  - Professional Geologist (PG);
  - Professional Land Surveyor; and
  - Hazardous Waste Operations and Emergency Response (HAZWOPER) Training

**Attach copies of current applicable licenses and certificates  
Within the Qualifications Package**

## 2.11 PROJECT REFERENCES

Provider shall provide at least **four (4) project references** similar in scope and size to that of this Solicitation. Each project reference shall include the following information:

- Company's Name
- Name and Title of Contact/Project
- Email, Phone, and Address of Contact
- Contract/Project Value
- Brief Description of Service Provided

## 2.12 PROJECT SCHEDULE AND PAYMENTS

This section is not applicable for the Request for Qualifications.

## 2.13 PROVIDER'S LEGAL AND COMPLIANCE HISTORY

Provider's legal and compliance history is a critical component of this Request for Qualifications. Read this section with care and respond accordingly. Failure of the Provider to provide all the information requested and to certify the report, will result in the Provider's submittal being declared non-responsive.

Provider shall attach a written report of legal action brought against Provider, Provider's officers, Provider's employees, **AND** Provider's proposed subcontractors relating to the protection of the environment. The terms "legal action" and "relating to the protection of the environment" are defined below.

The report shall include all legal action brought within **five (5) years of the closing date of this Request for Qualifications**. The report shall detail the substance, status, and outcome of such legal action. This includes without limitation the names of the agency and/or persons bringing the action, all relevant dates, and all fines, judgments, and/or settlements. Include the following information for each case at a minimum:

- |                             |   |
|-----------------------------|---|
| • Style of Case ( X vs. Y ) | • Settlement Information (as appropriate) |
| • Cause Number              | • Names / Addresses of all parties named  |
| • Court                     | • Counsel List and phone numbers          |
| • Date of Disposition       | • Judgment and Order of Judgment          |

"LEGAL ACTION" means: ANY enforcement action by the United States Environmental Protection Agency, the Occupational Safety and Health Administration, any other federal agency, the Texas Commission on Environmental Quality (including its predecessor agency the Texas Natural Resource Conservation Commission), the Texas Department of State Health Services (including its predecessor agency the Texas Department of Health), and any other state agency, commission or department, whether in Texas or elsewhere, when such enforcement action is a result of violations, real or alleged, of any laws, licenses, permits, judicial orders, or administrative orders, relating to the protection of the environment. In this context, enforcement action shall include without limitation, written warnings, notices of violation, consent orders or agreements, compliance orders, administrative hearings, civil litigation, and criminal prosecution. Legal action also means any civil litigation brought by any person relating to the protection of the

environment.

“RELATING TO THE PROTECTION OF THE ENVIRONMENT” means: requirements pertaining to the manufacture, processing, distribution, use, handling, storage, transportation, reporting, records keeping, permitting, licensing, treatment, disposal, emission, discharge, spill, release, or threatened release of hazardous materials, hazardous substances, hazardous wastes, toxic substances, petroleum, industrial waste, solid waste, pollutants or contaminants into or onto the air, surface water, drinking water, groundwater, stormwater, publicly owned treatment works, and/or land.

THE REPORT SHALL BE SIGNED AND CERTIFIED by an authorized representative of the Provider, using the form on the following page. The top portion of the form is to be completed if a report of legal action is attached. The bottom portion of the form is to be completed if Provider has no legal action to report. **Make certain that the appropriate portion of the form is filled out and signed.**

AN AUTHORIZED REPRESENTATIVE OF THE PROVIDER shall mean:

- (1) if the Provider is a corporation: the president, secretary, or treasurer, or a vice president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision-making functions for the corporation;
- (2) if the Provider is a partnership, a general partner; and
- (3) if the Provider is a sole proprietorship, the sole proprietor.

**Include a copy of the report of legal action following the certification page  
And included within the Qualifications Package**

**Certification of Provider's Legal and Compliance History**

Complete ONE of the Following Certifications:

***Certification of Legal Action Report***

I certify under penalty of law that the attached Legal Action Report detailing Provider's, Provider's officers, Provider's employees, and Provider's proposed subcontractors legal and compliance history relating to the protection of the environment was prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

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

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Date

***Certification of NO Legal Action***

I certify under penalty of law that the legal and compliance history of Provider, Provider's officers, Provider's employees, and Provider's proposed subcontractors was researched under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, I hereby certify that no legal action relating to the protection of the environment was brought against Provider, Provider's officers, Provider's employees, or Provider's proposed subcontractors within the preceding five years. To the best of my knowledge and belief, this statement is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

PROVIDER:

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

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Title (print or type)

\_\_\_\_\_  
Date



## **2.14 EXHIBITS**

Each Provider shall submit a single copy of the following document types for review:

- Example of Previous Remediation Plan Review with Markups and Recommendations
- Comments on Groundwater Remediation Strategies as related to Petroleum Hydrocarbons, Metals, Volatile Organic Compounds, etc....
- Approach to Subsurface Soil Remediation Strategies as related to Petroleum Hydrocarbons, Metals, Volatile Organic Compounds, etc....
- Examples of Innovative Remediation Technologies and Strategies for the Petroleum Hydrocarbons, Metals, Volatile Organic Compounds, etc....

**Include one (1) copy of each document within this qualifications package**

## **2.15 FINANCIAL STATEMENT**

Providers must provide a current certified or compilation financial statement within this section of the qualifications. The financial statement shall be no more than six months old.

**Include one (1) copy of the financial statement within this qualifications package**

**Remainder of page intentionally left blank**

**2.16 PREVAILING WAGE RATE (if applicable)**

A Contractor selected for this project will be required to comply with TEXAS GOVERNMENT CODE, Chapter 2258, with respect to payment of Prevailing Wage Rates for public works contracts. The current wage scale for members of the Building and Construction trade may be found at:

<http://www.texoassociation.org/Chapter/wagerates.asp>.

A worker employed on a public work by or on behalf of the City of Fort Worth shall be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed; and not less than the general prevailing rate of per diem wages for legal holiday and overtime work. A worker is employed on a public work if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with the City of Fort Worth.

The contractor who is awarded a public work contract, or a subcontractor of the contractor, shall pay not less than the prevailing wage rates to a worker employed by it in the execution of the contract. A contractor or subcontractor who violates this requirement shall pay to the City of Fort Worth, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract.

This requirement does not prohibit the contractor or subcontractor from paying an employee an amount greater than the prevailing wage rate.

The undersigned acknowledges the requirements of Chapter 2258 of the Texas Government Code, and intends to comply with same in the execution of this project.

CONTRACTOR:

\_\_\_\_\_  
Company Name  
  
\_\_\_\_\_  
Address  
  
\_\_\_\_\_  
City, State, Zip

BY: \_\_\_\_\_  
(print or type name of signatory)  
  
\_\_\_\_\_  
(Signature)  
  
\_\_\_\_\_  
Title (print or type)

**2.17 WORKER'S COMPENSATION COMPLIANCE**

**CONTRACTOR COMPLIANCE WITH WORKER'S COMPENSATION LAW**

Pursuant to Texas Labor Code Section 406.096(a), as amended, Contractor certifies that it provides worker's compensation insurance coverage for all of its employees employed on City Project, designated

**"ENV 19-02 – THIRD PARTY PEER REVIEW FOR ENVIRONMENTAL ENGINEERING PROJECTS"**

Contractor further certifies that, pursuant to Texas Labor Code, Section 406.096(b), as amended, it will provide to City its subcontractor's certificates of compliance with worker's compensation coverage.

**CONTRACTOR:**

\_\_\_\_\_ By: \_\_\_\_\_  
Company  
(Please Print)

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

\_\_\_\_\_ Title: \_\_\_\_\_  
City/State/Zip  
(Please Print)

**THE STATE OF TEXAS            §**  
  **§        KNOW ALL BY THESE PRESENT:**  
**COUNTY OF TARRANT        §**

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same as the act and deed of \_\_\_\_\_ for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
Notary Public in and for the State of Texas

## **2.18 FEE SCHEDULE**

Fee Schedule shall be included with the Qualifications Package.

There is no specific format for the fee schedule. Please include hourly rates for professional staff and unit costs for laboratory fees, other expenses, etc. with identified markups.

Fee Schedule should include, at a minimum, rates for applicable personnel.

Fee Schedule will **NOT** be utilized in the decision-making process **BUT** should be included in the Qualifications Package.

**Remainder of page intentionally left blank**

3. Section 2.10 states we are to provide copies of certifications, registrations, licenses, and related certifications (including Subcontractors) with the submittal including but not limited to: CAS, CAPM, PE, PG, and Professional Land Surveyor. Are we required to include a land surveyor on our team, or is the licensing needed only if we included a land surveyor as a subcontractor?

Those are only suggestions. If you do not have a certain registration, certification, or license associated with the submittal then there will no need to submit for one that is not an integral part of the team.

4. Section 2.7.2 states resumes are to be one page maximum; however, the City stated in the pre-bid meeting that resumes can be added as attachments to this RFQ and are not included in the 20 page maximum. Can the City please confirm the page limit for resumes. Also, can the City confirm that resumes do not count in the 20 page maximum for the RFQ.

Yes resumes are not counted as part of the 20 page maximum for the Provider's Statement of Qualifications (SOQ). You may include up to 20 pages describing your company's experience only. Additional pages for personnel resumes are expected to supplant and support the company's description. Subcontractor qualification pages may also be submitted in addition and neither the resumes nor the subcontractor qualifications count toward the 20 pages for the Provider's experience.

5. Page 7 – Please clarify the scoring process as it relates to the ability to get negative numbers as a score. How would one be scored lower than zero for any of the criteria assuming zero means the qualifications do not exist? It states that no work history with the City may receive a score of zero but then below that it says any of the factors may be weighted as low as -10. Would the City consider removing the scoring below zero?

Yes. No scoring will be given a negative number. The lowest score the respondent will receive per any area of evaluation will be zero.

6. Page 13 – Please confirm that even though there are no MBE ordinance requirements for this contract, the MBE form is to be provided in our qualifications package.

No MWBE forms are required.

7. Page 9 – This checklist states that all the items listed 1-13 must be included in the order shown, however, that list does not include the checklist itself or the Project References requested on page 21. Can the City please provide a revised list with those two additions?

Yes the revised list with one addition is included in this addendum and it may be substituted.

8. Page 15 and 16 – Please confirm that the personnel qualifications and experience table and resumes are not included in the 20 page limit for the statement of qualifications.

Correct.

9. Page 21 – Please confirm at least 4 references are not required from the subs.

Yes.

10. Page 27 – Can rates be provided by labor category/position instead of individual name?.

Yes

11. General: Please provide a sample contract that will govern the work and agreement between the selected contractor and the City of Fort Worth.

A sample contract will be provided with this addendum.

12. General: When does the City anticipate responding to questions. Will all questions be responded to after 14 February or will the City issue responses as questions are received?

February 22, 2019

13. Page 4 Section 1.3- Due to the proximity of the question and answer period to the due date, would the City consider extending the due date 2 weeks to allow sufficient time to amend our submittals based on the responses to questions?

Yes the revised due date will be March 7, 2019.

14. Page 10 Section 2.2 – Please clarify what is requested in the third bullet statement. Regulatory compliance that is achievable and efficient.

Ability to meet compliance standards as governed by rule but achievability based on BAT and financial considerations.

15. Page 21 Page 20 Section 2.10 - The Certifications and Registrations are requested on a Professional Land Surveyor and HAZWOPER Training. Are these two items necessary for Third-Party Peer Review? Does the City of Fort Worth anticipate the selected contractor will be required to visit sites and provide surveying activities? Based on the title of the RFP, the services would be office work only providing review on deliverables prepared by others.

If these areas are not beneficial to promoting the value of the proposer then they can be omitted. As in the case of all work requests, changes are common in scope of work and the need to be able to evaluate potential field conditions may be advisable.

16. Page 21 Section 2.11 – Project reference information is requested to be provided with the submittal. Numerous clients (Federal Government) we are utilizing for our project summaries will not provide references. Will this impact our scoring? For those clients which will provide references, please provide what information will be asked of them so we can notify them and they can have information ready.

No this generally will not affect scoring if listing the individual government by organization name, however, if all references are cited as confidential, this may be detrimental. Basic information about the relationship with the proposer regarding the satisfaction that they have had working with the company.

17. Page 24 - we is audited at the end of a calendar year and our 2018 audit is not complete so we do not have any financial statements within the last 6 months. Please confirm we can provide 2017 and 2016 audited financial statements.

Yes.

18. Page 24, Section 2.14 – Due to the sensitive nature of our clients and their sites, our company is not comfortable providing the requested exhibits and we may be prohibited from doing so by our client contracts. Not only would the heavy redaction required render the document useless for the City's evaluation intent, the redaction would be ineffective because of the reference information requested in Section 2.11 on page 21. Instead of the exhibits, can we provide sufficient detail in the description of services in the references to demonstrate the plan review, comments on groundwater remediation strategies, approach to soil remediation strategies, and innovative remediation technologies used on the reference projects?

See answer to Question 1.

19. Page 27 Section 2.18 - The RFQ requests unit costs for laboratory fees. Does the City of Fort Worth anticipate the selected contractor pulling environmental samples being this is peer review and not field work? If so, what analytes need to be priced?

No laboratory fees should be addressed in this RFQ.

20. If no subcontractors are listed in Section 2.8, will the 10 points count against the bidder?

See answer to Question 2.

21. Provider shall include a copy of its current Statement of Qualifications (20-page maximum, 11 pt. type minimum). Q: The 1 page resumes do not count toward the 20 page count?

See answer to Question 4.

22. Provider should submit a brief résumé (one page maximum, 11 pt. type minimum) of **each** professional person who will be assigned to this contract. Identify key persons by name and title and describe the primary work assigned as well as the percentage of time each person will devote to this contract. Q: To calculate the percentage of each proposed personnel, does the City have an estimate of the level-of-effort is expecting for this Contract? And does the City expects to use the contract's capacity within the term of the contract?

No. It is dependent on the proposer and the level of professional review that is required during the peer process. Several remedial projects are "on-the-books" and an opinion will be solicited. Yes the City anticipates utilizing a large portion of the allocated contract amount during the life of the contract.

23. Provider should provide a copy of the appropriate certifications, registrations, and licenses and related certificates (including Subcontractors) with their submittal including but not limited to: Q: Is the City requiring an original HAZWOPER training certificate, or would a current HAZWOPER refresher certificate suffice?

A current certificate will be adequate.

24. Q: The exhibits or other project descriptions requested by the City may contain client confidential information that we may not able to share. Would the City accept redacted documents, or could these by subject to the trade secrets exception of the Public Information Act under §552.110 of the Texas Government Code or the confidential information exception under §552.101 of the Texas Government Code?

See answer to Question 1.

25. Q: For the laboratory fees, what analytes is the City considering?

See answer to Question 19.

26. Per 2.7.1 of the RFQ there is a 20-page maximum for the Statement of Qualifications portion of our submittal. What content is included in the 20-page limit? Does it pertain to only information requested in 2.7.1? Or, are 2.7.2 (resumes), and other sections included in the limit?

See answer to Question 4.

27. Per our company policy we are only able to submit a physical copy or secure file transfer of our financial statement. Will you accept either of these options for our submission?

Yes.

28. The audit of our 2018 financials will not be complete for a couple of months. Would you prefer unaudited 2018 or audited 2016-2017 financials?

The 2016-2017 financials will be adequate.

29. The RFQ states “no work history with the City may receive a score of 0 points.” Our contract manager and some staff have work history with the City with their previous firm. Will credit be given for their prior work history with the City?

Work history with the City is a rather complex evaluation point. Key personnel identified within the submittal having work history with the City will be evaluated based on their involvement and overall contributions of valued work for the City.

30. Section 2.14 of the RFQ requests a copy of an “example of previous remediation plan review with markups and recommendations” as an exhibit. Our clients typically require detailed written comments on documents and do not allow this type of document to become public information. By policy, WSP also destroys these interim documents. What other deliverable can be provided to satisfy this requirement and not divulge sensitive client information?

See answer to Question 1.

31. Section 2.6, line c of the RFQ requests that fee schedules be provided in a separate sealed envelope from the qualifications documents. Since qualifications are submitted on a single thumb drive, will it be acceptable to include the fee schedule in the single pdf submission under section 11 Exhibits & Fee Schedule as outlined in 2.1, the qualifications package document checklist?

Yes that is acceptable.

32. Please confirm that resumes aren't included in the 20-page Statement of Qualifications requested in 2.7.1 and can be submitted in addition to the Statement of Qualifications.

No the resumes are not included in the SOQ 20-page limit.

33. Please confirm that the four project references requested in 2.11 can be included in Section 5, Provider's Qualifications and Experience, and that these aren't included in the 20-page limit for the Statement of Qualifications.

The project references are not included in the SOQ 20-page limit.

34. Please confirm whether subconsultants are requested to provide their current Texas Sales/Use Tax Certificate and Current Texas Secretary of State Business/Company Registration and Current Certificate of Good Standing or if these are only required of the prime consultant.

Please include subconsultant supporting documentation for their ability to conduct business operation in the state.

35. Is it the City's intention that the cover page of the RFQ with the heading “REQUEST FOR PROFESSIONAL QUALIFICATIONS” be used as the cover of qualifications packages, or may proposers use a custom cover and include the signed cover page within their submissions?

Proposers may use any cover page that they deem conveys appropriately their skill set and represents their firms capabilities



**2.0 QUALIFICATIONS PACKAGE DOCUMENTS**

**2.1 QUALIFICATIONS PACKAGE DOCUMENT CHECKLIST**

All Qualifications Package Documents, including this Checklist, must be completed in full and submitted in a sealed envelope, in the requested order, or the Qualifications Package may be considered as a non-responsive submittal.

<u>Qualifications Package Documents</u>	<u>Initial if Included</u>
1. QUALIFICATIONS CERTIFICATION	_____
2. VENDOR COMPLAINT TO STATE LAW	_____
3. ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA	_____
4. MINORITY BUSINESS ENTERPRISE (MBE)	_____
5. PROVIDER'S QUALIFICATIONS AND EXPERIENCE	_____
6. PROJECT REFERENCES	_____
7. PROVIDER'S LICENSES AND CERTIFICATES	_____
8. SUBCONTRACTOR INFORMATION AND QUALIFICATIONS	_____
9. FINANCIAL STATEMENT	_____
10. PROVIDER'S LEGAL & COMPLIANCE HISTORY	_____
11. INSURANCE CERTIFICATES	_____
12. EXHIBITS & FEE SCHEDULE	_____
13. PREVAILING WAGE RATE	_____
14. COMPLIANCE & WORKERS COMPENSATION	_____

I understand that failure to submit all of these items may cause my submittal to be considered non-responsive.

PROVIDER:

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

BY: \_\_\_\_\_  
(print or type name of signatory)

\_\_\_\_\_  
Address

\_\_\_\_\_  
(Signature)

STATE OF TEXAS                   §  
  §        KNOWN ALL BY THESE PRESENTS:  
COUNTY OF TARRANT         §

This Contract is entered into by and between the City of Fort Worth ("City"), a home-rule municipality located within Tarrant, Denton, Parker, and Wise Counties, Texas, acting through Fernando Costa, its duly authorized Assistant City Manager, and [REDACTED] corporation ("Contractor"), acting through [REDACTED] its duly authorized Vice President. City and Contractor may be referred to herein individually as a Party, or collectively as the Parties.

WITNESSETH:

That for and in consideration of mutual covenants and agreements herein contained, the Parties hereto mutually agree as follows:

ARTICLE 1.  
DEFINITIONS

City means the City of Fort Worth.

Change Order means an officially authorized and executed written amendment to this contract or to a Task Order, issued by the City.

Contract Documents means the Request for Qualifications, attachments, pre-bid amendments, and appendices to the Request for Qualifications, the Contractor's response to the Request for Qualifications, and all ancillary documents submitted with the Contractor's response to the Request for Qualifications.

Contractor means [REDACTED].

Notice to Proceed means the official letter issued by the City, pursuant to the Code of the City of Fort Worth and City ordinances and policies that authorizes Contractor to begin work.

Task Order means an officially authorized and executed written description and specification directing the Contractor to perform specific services within the scope of this contract, issued by the City.

ARTICLE 2.  
SERVICES

Contractor hereby agrees to perform as an independent contractor the services set forth in the Scope of Work attached hereto as Attachment "A".

This contract is to provide the City of Fort Worth with professional services for environmental and engineering consulting projects during the term of the agreement. There is no guarantee of work granted by this contract and nothing in this contract is to be construed as an exclusive agreement with the contractor to provide the City with professional services of this type, or as an agreement by the City to guarantee the Contractor any specific projects or quantities of work. THERE IS NO MINIMUM GUARANTEE OF ANY WORK UNDER THIS CONTRACT.

Individual projects will be authorized on a Task Order basis when the City elects to proceed with each specific effort. City shall not pay for any work performed by Contractor or its subcontractors and/or suppliers that has not been specifically ordered by the City in writing on a duly executed Task Order or Change Order. Contractor shall not be compensated for any work that is verbally ordered by any person and shall rely only upon written authorization to conduct work.

ARTICLE 3.  
COMPENSATION

Section 1.  
Fee Schedule.

City and Contractor agree to the unit prices, employee labor rates, and other costs as specified in this contract. Contractor shall be compensated in accordance with the Fee Schedule shown in Attachment "B". Payment shall be considered full compensation for all labor, materials, supplies, and equipment necessary to complete the services described in Attachment "A". However the total fee paid by the City shall be in the amount of [REDACTED] and the City will not be liable for any Contractor fees, costs, or other remuneration in excess of this amount unless the City has signed and issued a formal modification to this contract.

Section 2.  
Task Orders.

City will issue a Task Order to Contractor that details the work to be performed by the Contractor. Task Orders will include at a minimum a unique Task Order Number, project address, scope of work, date to commence work, time period to complete work and the not to exceed payment amount for the task.

Section 3.  
Invoice and Payment.

The Contractor shall provide monthly invoices to the City. All invoices must reflect the City Task Order number. Invoices shall contain a detailed breakdown to include: labor including employee name, functional title, date and hours of work performed; internal supplies and services provided; and external supplies and services provided.

Contractor shall submit a final, comprehensive invoice within 30 days of the completion of work performed for each Task Order. The final invoice shall include all charges related to work performed under the Task Order including subcontracted work. The City's preference is that the final invoice be submitted concurrently with the delivery of the final report or other deliverable, as applicable.

Payment for services rendered shall be due within thirty (30) days of the uncontested performance of the particular services so ordered and receipt by City of Contractor's invoice for payment of same. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. No interest will accrue on any contested portion of the billing until mutually resolved. City will exercise reasonableness in contesting any billing or portion thereof.

The Contractor shall also provide the City with quarterly updates showing the total and itemized costs incurred to the City for each task ordered and the amount remaining in the contract not-to-exceed amount.

Contractor shall receive no additional compensation for work delays or hindrances except when direct and unavoidable extra costs to the Contractor are caused by the City's gross negligence.

ARTICLE 4.  
TERM

Unless terminated pursuant to the terms herein, this Agreement shall be for a term of one year, beginning upon the date of its execution. In addition, the term may be extended by mutual agreement of the parties, for up to four (4) one-year terms.

ARTICLE 5.  
INDEPENDENT CONTRACTOR

Contractor shall operate hereunder as an independent contractor, and not as an officer, agent, servant, or employee of the City. Contractor shall have exclusive

control of and the exclusive right to control the details of its work to be performed hereunder and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The doctrine of *respondeat superior* shall not apply as between City and Contractor, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint venture between City and Contractor.

ARTICLE 6.  
PROFESSIONAL COMPETENCE AND INDEMNIFICATION

Work performed by Contractor shall comply in all aspects with all applicable local, state and federal laws and with all applicable rules and regulations promulgated by the local, state and national boards, bureaus and agencies. Approvals issued by the City or another entity shall not constitute or be deemed to be a release of the responsibility and liability of Contractor or its officers, agents, employees, contractors and subcontractors for the accuracy and competency of its services performed hereunder, which shall be performed in accordance with the applicable professional standard of care.

In accordance with Texas Local Government Code Section 271.904, the Contractor shall indemnify, hold harmless, and defend the City against liability for any damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Contractor or Contractor's agent, contractor under contract, or another entity over which the Contractor's exercises control.

ARTICLE 7.  
INTELLECTUAL PROPERTY

Section 1.  
Rights in data.

The City shall have unlimited rights in all data delivered under this contract, and in all data first produced in the performance of this contract.

Section 2.  
Intellectual property rights and ownership.

All work product developed by Contractor under this contract shall be the sole property of the City and the City shall have unlimited rights in such work product. All work product developed by Contractor under this contract shall be considered "work for hire" and rights, title, and interests to all intellectual property shall vest in the City. Contractor affirmatively, by executing this contract, disclaims all such intellectual property interests in favor of the City.

In the event that any rights, title, or interest shall by operation of law or otherwise fail to vest in the City or become void or voidable, Contractor shall a) transfer all rights, title, and interest to intellectual property to the City; or alternatively and at the discretion of the City the Contractor shall b) grant an unlimited and exclusive license for publication, sale, reproduction, or use by the City and its authorized sublicensees of all intellectual property developed under this contract. Contractor agrees to timely execute any documents or take any other actions as may reasonably be necessary, or as the State may reasonably request, to perfect the State's ownership, license, or other rights to any work product.

Contractor shall not use, sell, transfer, or authorize a third party to use any work product, copyrights, trademarks, or other intellectual property (or derivatives thereof) of the work product developed under this contract without the express written consent of the City.

## ARTICLE 8. INDEMNIFICATION

### Section 1. Definitions.

In this paragraph, the following words and phrases shall be defined as follows:

Environmental Damages shall mean all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement of judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorney's fees and disbursements and consultant's fees, any of which are incurred as a result of the existence of a violation of environmental requirements pertaining to work performed under this contract or by the operations of the Contractor and Subcontractors, and including without limitation:

- a. Damages for personal injury and death, or injury to property or natural resources;
- b. Fees incurred for the services of attorneys, consultants, contractors, experts, laboratories and investigation or remediation of the monitoring wells or any violation of environmental requirements including, but not limited to, the preparation of any feasibility studies or reports of the performance of any cleanup, remediation, removal, response, abatement, containment, closure, restoration or monitoring work required by any federal, state or local governmental agency or political subdivision, or otherwise expended in connection with the existence of

such monitoring wells or violations or environmental requirements, and including without limitation any attorney's fees, costs and expenses incurred in enforcing this contract or collecting any sums due hereunder; and

- c. Liability to any third person or governmental agency to indemnify such person or agency for costs expended in connection with the items referenced in subparagraph (b) herein.

Environmental requirements shall mean all applicable present and future statutes, regulations, rules, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states, and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including without limitation:

- a. All requirements, including, but not limited to, those pertaining to reporting, licensing, emissions, discharges, releases, or threatened releases of hazardous materials, pollutants, contaminants or hazardous or toxic substances, materials, or wastes whether solid, liquid, or gaseous in nature, into the air, surfacewater, groundwater, stormwater, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of pollutants, contaminants, or hazardous or toxic substances, materials, or wastes, whether solid, liquid, or gaseous in nature; and
- b. All requirements pertaining to the protection of the health and safety of employees or the public.

## Section 2.

**General Indemnification. CONTRACTOR DOES HEREBY RELEASE, INDEMNIFY, REIMBURSE, DEFEND, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, SUITS, DEMANDS, OR CAUSES OF ACTIONS WHICH MAY ARISE DUE TO ANY LOSS OR DAMAGE TO PERSONAL PROPERTY, OR PERSONAL INJURY, AND/OR DEATH, OCCURRING AS A CONSEQUENCE OF THE CONTRACTOR'S OPERATIONS UNDER THIS AGREEMENT, WHEN SUCH INJURIES, DEATH, OR DAMAGES ARE CAUSED BY THE SOLE NEGLIGENCE OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, OR THE JOINT NEGLIGENCE OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS AND ANY OTHER PERSON OR ENTITY.**

## Section 3.

**Environmental Indemnification. CONTRACTOR DOES HEREBY RELEASE, INDEMNIFY, DEFEND, REIMBURSE, AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, AGAINST ANY AND ALL ENVIRONMENTAL DAMAGES AND THE VIOLATION OF ANY AND ALL ENVIRONMENTAL REQUIREMENTS RESULTING FROM CONTRACTOR'S OPERATIONS UNDER THIS AGREEMENT WHEN SUCH ENVIRONMENTAL DAMAGES OR VIOLATION OF ENVIRONMENTAL REQUIREMENTS ARE CAUSED BY THE ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS, OR THE JOINT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS, EMPLOYEES, OR CONTRACTORS AND ANY OTHER PERSON OR ENTITY.**

#### Section 4.

The obligations of the Contractor under this Article shall include, but not be limited to, the burden and expense of defending all claims, suits and administrative proceedings (with counsel reasonably approved by the City), even if such claims, suits or proceedings are groundless, false, or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such indemnified persons.

Upon learning of a claim, lawsuit, or other liability which Contractor is required hereunder to indemnify, City shall provide Contractor with reasonable timely notice of same.

All Contractors under this contract agree that they assume joint and several liability for any claim by the City or for a third party claim against the City for general or environmental damages caused by any of the Contractors herein.

The obligations of the Contractor under this paragraph shall survive the expiration or termination of this Agreement and the discharge of all other obligations owed by the parties to each other hereunder.

### ARTICLE 9. INSURANCE

#### Section 1. Insurance coverage and limits

The Contractor certifies it has, at a minimum, current insurance coverage as detailed below and will maintain it throughout the term of this Contract. Prior to commencing work, the Contractor shall deliver to City, certificates documenting this coverage. The City may elect to have the Contractor submit its entire policy for inspection.



1. Commercial General Liability  
\$5,000,000 each occurrence  
\$5,000,000 aggregate
2. Professional Liability  
\$2,000,000 each claim, or  
\$5,000,000 aggregate

Professional Liability Insurance shall be written on a project specific basis. The retroactive date shall be coincident with or prior to the date of this contract and the certificate of insurance shall state that the coverage is claims-made and the retroactive date. The insurance coverage shall be maintained for the duration of this contract and for five (5) years following completion of the contract (Tail Coverage). An annual certificate of insurance shall be submitted to the City for each year following completion of this contract.

3. Automobile Liability  
\$1,000,000 each accident or  
\$250,000 property damage / \$500,000 bodily injury per person  
per accident

The named insured and employees of Contractor shall be covered under this policy. The City of Fort Worth shall be named an Additional Insured, as its interests may appear. Liability for damage occurring while loading, unloading and transporting materials collected under the Contract shall be included under this policy.

4. Worker's Compensation  
Coverage A: statutory limits  
Coverage B: \$100,000 each accident  
\$500,000 disease - policy limit  
\$100,000 disease - each employee
5. Environmental Impairment Liability (EIL) and/or Pollution Liability  
\$4,000,000 per occurrence

EIL coverage(s) must be included in policies listed in subsections 1 and 2 above; or, such insurance shall be provided under separate policy(s). Liability for damage occurring while loading, unloading and transporting materials collected under the contract shall be included under the Automobile Liability insurance or other policy(s).

Section 2.  
Additional Insurance Requirements

1. Applicable policies shall be endorsed to name the City an Additional Insured thereon, as its interests may appear. The term City shall include its employees, officers, officials, agents, and volunteers as respects the Contracted services.
2. Certificate(s) of Insurance shall document that insurance coverage specified herein are provided under applicable policies documented thereon.
3. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
4. A minimum of thirty (30) days notice of cancellation or material change in coverage shall be provided to the City. A ten (10) days notice shall be acceptable in the event of non-payment of premium. Such terms shall be endorsed onto Contractor's insurance policies. Notice shall be sent to Department of Financial Management Services - Risk Management Division, City of Fort Worth, 1000 Throckmorton Street, Fort Worth, Texas 76102.
5. Insurers for all policies must be authorized to do business in the state of Texas or be otherwise approved by the City; and, such insurers shall be acceptable to the City in terms of their financial strength and solvency.
6. Deductible limits, or self-insured retentions, affecting insurance required herein shall be acceptable to the City in its sole discretion; and, in lieu of traditional insurance, any alternative coverage maintained through insurance pools or risk retention groups must be also approved. Dedicated financial resources or Letters of Credit may also be acceptable to the City.
7. Applicable policies shall each be endorsed with a waiver of subrogation in favor of the City as respects the Contract.
8. The City shall be entitled, upon its request and without incurring expense, to review the Contractor's insurance policies including endorsements thereto and, at the City's discretion; the Contractor may be required to provide proof of insurance premium payments.

9. The Commercial General Liability insurance policy shall have no exclusions by endorsements unless the City approves such exclusions.
10. The City shall not be responsible for the direct payment of any insurance premiums required by the contract. It is understood that insurance cost is an allowable component of Contractor's overhead.
11. All insurance required above shall be written on an occurrence basis in order to be approved by the City.
12. Subcontractors to the Contractor shall be required by the Contractor to maintain the same or reasonably equivalent insurance coverage as required for the Contractor. When subcontractors maintain insurance coverage, Contractor shall provide City with documentation thereof on a certificate of insurance. Notwithstanding anything to the contrary contained herein, in the event a subcontractor's insurance coverage is canceled or terminated, such cancellation or termination shall not constitute a breach by Contractor of the contract.

#### ARTICLE 10. LICENSES AND PERMITS

Contractor certifies and warrants that on the day any work is to commence under this contract and during the duration of the contract it shall have and maintain all of the current, valid, and appropriate federal, state, and local licenses and permits necessary for the provision of services under this contract.

Contractor also certifies that if it uses any subcontractor in the performance of this contract, that such subcontractor shall have and maintain all of the current, valid, and appropriate federal, state, and local licenses and permits necessary for the provision of services under this contract.

#### ARTICLE 11. TRANSFER OR ASSIGNMENT

City and Contractor each bind themselves, and their lawful successors and assigns, to this Agreement. Contractor has been engaged as a consequence of Contractor's specific and unique skills; Assignment will only be granted under unusual circumstances and at the sole discretion of the City. Contractor, its lawful successors and assigns, shall not assign, sublet or transfer any interest in this Agreement without prior written consent of the City.

ARTICLE 12.  
RIGHT TO AUDIT

- (a) Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Contractor involving transactions relating to this Agreement. Contractor agrees that the City shall have access during normal working hours to all necessary facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. City shall give Contractor reasonable advance notice of intended audits.
- (b) Contractor further agrees to include in all its subcontracts hereunder, a provision to the effect that the subcontracting contractor agrees that the City shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions to the subcontract, and further, that City shall have access during normal working hours to all subcontractor facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this article. City shall give Contractor and any subcontractor reasonable advance notice of intended audit.
- (c) Contractor and subcontractors agree to photocopy such documents as may be requested by the City. The City agrees to reimburse Contractor for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

ARTICLE 13.  
DIVERSITY BUSINESS ENTERPRISE  
(DBE) PARTICIPATION

In accordance with the City's Business Diversity Enterprise (BDE) Ordinance No. 20020-12-2011, the City has established goals for the participation of BDEs in City contracts. Unless a waiver of DBE goals has been authorized by the City, Contractor hereby acknowledges the BDE goals established in the Contract Documents for this project and affirms its contractually enforceable agreement to achieve those goals. Any misrepresentation of facts (other than a negligent misrepresentation) and/or the commission of fraud by the Consultant may result in the termination of this Agreement and debarment from participating in City contracts for a period of time of not less than three (3) years.

ARTICLE 14.  
NON-DISCRIMINATION

During the performance of this contract, Contractor shall not discriminate in its employment practices and shall comply with all applicable provisions of Chapter 17, Article III of the Code of the City of Fort Worth.

Contractor agrees not to discriminate against any employee or applicant for employment because of because of age, race, color, religion, sex, disability, national origin, sexual orientation, transgender, gender identity or gender expression in any manner involving employment, including the recruitment of applicants for employment, advertising, hiring, layoff, recall, termination of employment, promotion, demotion, transfer, compensation, employment classification, training and selection for training or any other terms, conditions or privileges of employment.

Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of the non-discrimination clause.

Contractor also agrees that in all solicitations or advertisements for employees placed by or on behalf of this contract, that Contractor is an equal opportunity employer.

Notices, advertisements, and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

ARTICLE 15.  
OBSERVE AND COMPLY

Contractor shall at all times observe and comply with all federal, state, and local laws and regulations and with all City ordinances and regulations which in any way affect this Agreement and the work hereunder, and shall observe and comply with all orders, laws ordinances and regulations which may exist or may be enacted later by governing bodies having jurisdiction or authority for such enactment. No plea of misunderstanding or ignorance thereof shall be considered. Contractor agrees to defend, indemnify and hold harmless City and all of its officers, agents and employees from and against all claims or liability arising out of the violation of any such order, law, ordinance, or regulation, whether it be by itself or its employees.

ARTICLE 16.  
DEFAULT

If Contractor fails to begin work or to complete work within the time specified in a Task Order City shall have the right to take charge of and complete the work in such a manner as it deems appropriate. If the City exceeds the costs detailed herein or in the Task Order, City may deliver to Contractor a written itemized statement of the excess costs and Contractor shall reimburse the City for such excess costs without delay.

If at any time during the terms of this contract, the work of the Contractor fails to meet the specifications of the Contract Documents or to meet the standards of duty, care, or proficiency of a reasonable and competent Contractor, City may notify the Contractor of the deficiency in writing. Failure of the Contractor to correct such deficiency and complete the work required under this contract or a Task Order to the satisfaction of the City within ten (10) days after written notice shall constitute default, and shall result in termination of this contract.

Contractor shall not be deemed to be in default because of any failure to perform under this contract if the failure arises solely from causes beyond the control of the Contractor and without any fault or negligence by the Contractor. Such causes shall include acts of God, acts of war or terrorism, fires, floods, epidemics, quarantine restrictions, labor strikes, freight embargoes, and events of unusually severe weather.

ARTICLE 17.  
TERMINATION

City may terminate this contract with or without cause by giving thirty (30) days written notice to Contractor. In the event of termination, any work in progress will continue to completion unless otherwise specified in the notice of termination. If the City terminates this contract under this provision, City shall pay Contractor for all services performed prior to the termination. Termination shall be without prejudice to any other remedy the City may have.

Contractor may terminate this contract with or without cause by giving ninety (90) days written notice to the City.

All data and completed or partially completed documents prepared under this contract shall be promptly turned over to the City upon termination of this contract.

ARTICLE 18.  
VENUE AND JURISDICTION

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of this Agreement, venue for such action shall lie in state courts located in Tarrant County, Texas or the United States District Court for the Northern District of Texas – Fort Worth Division. This Agreement shall be construed in accordance with the laws of the State of Texas.

ARTICLE 19.  
CONTRACT CONSTRUCTION

The Parties acknowledge that each party and, if it so chooses, its counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party must not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

ARTICLE 20.  
HEADINGS

The headings contained herein are for the convenience in reference and are not intended to define or limit the scope of any provision of this Agreement.

ARTICLE 21.  
COUNTERPARTS

This Agreement may be executed in one or more counterparts and each counterpart shall, for all purposes, be deemed an original, but all such counterparts shall together constitute but one and the same instrument.

ARTICLE 22.  
SEVERABILITY

The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of this Agreement to other persons or circumstances shall not be affected thereby and this Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

ARTICLE 23.  
RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the City of any payment to Contractor constitute or be construed as a waiver by the City of any breach of covenant, or any default which may then exist, on the part of Contractor, and the making of any such payment by the City while any such breach or default exists shall in no way impair or prejudice any right or remedy available to the City with respect to such breach or default. Any waiver by either party of any provision or condition of the contract shall not be construed or decreed to be a waiver of any other provision or condition of this Contract, nor a waiver of a subsequent breach of the same provision or condition, unless such waiver be expressed in writing by the party to be bound.

All costs and attorneys fees incurred by the City in the enforcement of any provision of this contract shall be paid by the Contractor.

The remedies provided for herein are in addition to any other remedies available to the City elsewhere in this contract and by law.

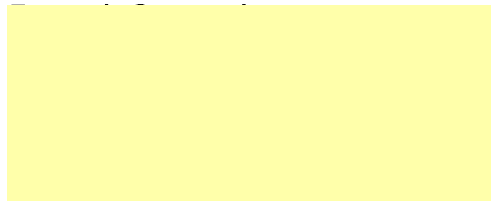
ARTICLE 24.  
NOTICES

Notices to be provided hereunder shall be sufficient if forwarded to the other Party by hand-delivery or via U.S. Postal Service certified mail return receipt requested, postage prepaid, to the address of the other Party shown below:

If to the City:

City of Fort Worth  
Cody M. Whittenburg  
Code Compliance Department  
1000 Throckmorton Street  
Fort Worth, Texas 76102-6311

If to the Contractor:





ARTICLE 25.  
WARRANTY

Contractor warrants that it understands the currently known hazards and suspected hazards which are presented to persons, property and the environment by contaminated soils, both generally and with specific regard to this project.

Contractor further warrants that it will perform all services under this Contract in a safe, efficient and lawful manner using industry accepted practices, and in full compliance with all applicable state and federal laws governing its activities and is under no restraint or order which would prohibit performance of services under this Contract.

ARTICLE 26.  
NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure only to the benefit of the parties hereto and third persons not privy hereto shall not, in any form or manner, be considered a third party beneficiary of this Agreement. Each party hereto shall be solely responsible for the fulfillment of its own contracts or commitments.

ARTICLE 27.  
ENTIRETY

This contract, the contract documents, and any other documents incorporated by reference herein are binding upon the parties and contain all the terms and conditions agreed to by the City and Contractor, and no other contracts, oral or otherwise, regarding the subject matter of this contract or any part thereof shall have any validity or bind any of the parties hereto. In the event of any conflict between this contract and any other contract documents, then the terms of this contract shall govern.

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## ATTACHMENT A. SCOPE OF WORK

THERE IS NO GUARANTEE OF ANY WORK UNDER THIS CONTRACT, however the types of work which the Contractor will perform upon specific written authorization by the City shall include the following, and related environmental and engineering consulting services:

Site remediation, including developing a cleanup strategy under the appropriate Texas Commission on Environmental Quality (TCEQ) program and picking the appropriate applicable cleanup level for a particular site, overseeing the cleanup, providing appropriate documentation to TCEQ during the cleanup process, and seeing the cleanup through to closure.

The work required under this Contract includes but is not limited to the following tasks; This list is intended to be illustrative and not exhaustive, and similar or related services may be ordered subject to the terms of this contract and as authorized by the City.

- Define the nature and extent of chemical contamination impacts to soil and groundwater, including source identification, monitoring/delineation, and active/passive remediation (this may include the excavation, loading, transportation, and disposal of impacted media);
- Define groundwater water flow issues associated with complex subsurface characteristics including natural and man-made features. Design, installation, and monitoring of subsurface systems for groundwater flow control, groundwater treatment, etc.;
- Act as oversight and liaison with subcontractors to ensure proper and timely execution of required services;
- Provide detailed invoices no more often than once per month that include an itemized breakdown of the tasks completed that month.
- Prepare individual site specific Engineering, Design, and Construction Project Management of each soil and/or groundwater remedial action;
- Prepare all regulatory applications, permits, and paperwork associated with soil and/or groundwater remedial activities;

- Prepare engineering design specifications regarding final usage of selected remedial sites;
- Prepare bid packages that include all applicable criteria required to complete individual site specific work, answer bid-related questions as to the work to be completed, contribute to the evaluation process for all submitted bid packages, including the selection of the best value vendor(s) for the City.
- Conduct applicable site confirmation sampling, TCEQ report preparation, and submittal.

**City of Fort Worth**  
**Soil and Groundwater Remedial Design Projects**  
**Capital Improvement Program**

<b><i>CIP Project No.</i></b>	<b><i>Project Location</i></b>	<b><i>Project Description</i></b>
EMD.CIP.2016-4	<i>Brennan Avenue</i>	Remediate benzene and arsenic contamination in groundwater
EMD.CIP.2016-5	<i>Fort Worth Rifle &amp; Pistol Club</i>	Remediate arsenic and lead contamination in soil
EMD.CIP.2016-6	<i>Greenbriar Park</i>	Remediate benzo(a)pyrene contamination in soil
EMD.CIP.2016-7	<i>Victory Forest Community Center</i>	Remediate benzo(a)pyrene contamination in soil
EMD.CIP.2016-12	<i>5000 MLK FWY</i>	UST Removal and Site Remediation
EMD.CIP.2016-13	<i>Former Downtown Service Center – 1013 Cherry Street</i>	UST Removal and Site Remediation

**ATTACHMENT B.  
FEE SCHEDULE**

Prices for professional services rendered under this contract will be as specified in the schedule provided by the Contractor, which follows in this attachment. The total fee for services under this contract shall be in the amount of [REDACTED]

**PERSONNEL CHARGES:**

[REDACTED] performs engineering and technical consulting services on a time and materials basis. The hourly fee for personnel is shown in the table below. The indicated hourly rates include direct employee costs such as salary, insurance, vacation, holidays, worker compensation, taxes, other employee costs, and profit and overhead.

<b>PROJECT ASSIGNMENT/ TITLE</b>	<b>STRAIGHT TIME RATE (\$/HR)</b>	<b>OVERTIME FACTOR</b>
Program Manager	[REDACTED]	1.0
Program QA/QC	[REDACTED]	1.0
Senior Consultant/Engineer/Geologist*	[REDACTED]	1.0
Project Manager*	[REDACTED]	1.0
Senior Geographer	[REDACTED]	1.0
Senior Scientist/Engineer	[REDACTED]	1.0
Scientist/Engineer I	[REDACTED]	1.0
Scientist/Engineer II	[REDACTED]	1.0
Scientist/Engineer III	[REDACTED]	1.0
Technical Specialist I	[REDACTED]	1.0
Technical Specialist II	[REDACTED]	1.0
Clerical	[REDACTED]	1.25

\* Includes Professional Engineer (P.E.) and Professional Geoscientist (P.G.)

Scientist and engineering positions require experience and education in the engineering, geological science, biological science, and/or related fields. Scientists and Engineers include biologists, hydrogeologists, geologists, environmental specialists, and other science disciplines. The overtime rate is the straight time billing rate times the overtime factor for the position. For levels 2 - 10 the overtime rate is the same as the straight time rate

**EQUIPMENT CHARGES:**

On some projects, specialized equipment must be used to complete the job effectively, efficiently, and safely. The table below gives the unit rates specified equipment will be billed at on time and materials projects.

EQUIPMENT	RATE (\$)
½ Ton Truck	
PID/OVM	
Oil/Water Interface Probe	
LEL/O2/H2S/CO Meter	
Ph, SC, Temp. Meter	
Turbidity Meter	
Soil Gas Kit	
Soil Probe/Auger Kit	
Generator	
Opacity Instruments (Clinometer, Compass, Humidity/Temp, Windmeter)	
1-liter Disposable Bailers	
1050 cc Teflon Bailers	
350 cc Teflon Bailers	
Well Pump and Hoses	
PPE (includes tyvek, nomex, boots, gloves, hard hat, safety glasses)	
Respirator	
Company Vehicles (passenger cars and light trucks)	IRS Approved Rate

**OTHER DIRECT COSTS:**

The client will be invoiced for other direct costs accrued in connection with authorized work assignments at actual cost plus ten (10) percent. These costs shall include, but not be limited to, the following:

- Transportation and Living Expenses
- Communication Expense (Telephone, Postage, Express Delivery Services, etc.)
- Printing and Reproduction Expense

**SUBCONTRACTORS:**

Subcontractors will be invoiced at cost plus ten (10) percent. These costs include excavation, drilling, and other specialty service companies.

**INVOICING:**

Invoices are issued monthly and payable within thirty (30) days. [REDACTED] invoices list total hours, billing rate, total personnel charges, travel and living expenses, and other applicable costs.

Amounts outstanding after thirty (30) days from the date of the invoice will be subject to a late charge of one and one-half (1½) percent per month.

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**IN WITNESS THEREOF**, the parties hereto have made and executed this Agreement in multiple originals on the dates written below, in Fort Worth, Tarrant County, Texas.

CITY OF FORT WORTH:



Fernando Costa  
Fernando Costa  
Assistant City Manager  
Date Signed: 9/15/16

[Redacted Signature]  
Vice President

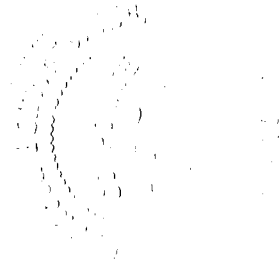
RECOMMENDED:

NIA  
Cody M. Whittenburg  
Environmental Manager

[Redacted Signature]  
Witness

APPROVED AS TO FORM AND LEGALITY:

Seal:



Arthur N. Bashor  
Arthur N. Bashor  
Assistant City Attorney

ATTEST:

Mary J. Kayser  
Mary J. Kayser  
City Secretary  
Date Signed: 9/19/16

