City of Belton
Request for Qualifications
(RFQ's)

Sealed qualifications will be received for:

Professional Engineering Services
Transportation Alternative Program
Chisholm Trail Hike & Bike Facility Ph. II
Belton, Texas

Sealed qualifications will be received until 10:00 a.m.
on Tuesday, September 6, 2016

Return qualifications to:
Amy Casey, City Clerk
City of Belton
Belton City Hall
333 Water Street
Belton, Texas 76513

INSTRUCTIONS TO OFFERERS

1. The sealed envelope or package containing the completed qualifications should be marked legibly on the outside with the description of the item(s) being submitted as shown on the cover sheet of this Request for Qualifications.

2. The offerer shall sign and date the submittal. The person signing the submittal must have the authority to bind the firm in a contract. Submittals which are not signed and dated in this manner shall be rejected.

3. The offerer shall submit one (1) unbound original and six (6) bound copies of qualifications documents unless stated otherwise in the Request for Qualifications. All documents shall be submitted and received at the City Clerk's office located at Belton City Hall, 333 Water Street, Belton, Texas 76513, by the deadline shown on the cover sheet of this Request for Qualifications. Qualifications received after the deadline shall be considered void and unacceptable. The City of Belton is not responsible for lateness or non-delivery of mail, carrier, etc. The qualifications will be date/time stamped in the City Manager's office when received and this will be considered to be the official time of receipt.

4. Facsimile transmittals will not be accepted.

5. Qualifications cannot be altered or amended after submission deadline. Any interlineation, alteration or erasure made before opening by the City must be initialed by the signer of the proposal, guaranteeing authenticity.

6. Qualifications may not be withdrawn or canceled by the offerer without the permission of the City for a period of ninety (90) days following the date designated for the receipt of qualifications, and offerer so agrees upon submittal of his qualifications.

7. The City of Belton is exempt by law from payment of Texas Sales Tax and Federal Excise Tax.

8. All qualifications meeting the intent of this Request for Qualifications will be considered for award. Offerers taking exception to the specifications, or offering substitutions, shall state these exceptions by attachment as part of the qualifications. The absence of such a list shall indicate that the offerer has not taken exceptions, and shall hold the offerer responsible to perform in strict accordance with the specifications in this Request for Qualifications. The City of Belton reserves the right to accept any, all or none of the exception(s)/substitution(s) deemed to be in the best interest of the City.

9. Any interpretations, corrections or changes to this Request for Qualifications and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Belton City Manager's office. Addenda will be mailed, faxed, and/or e-mailed to all who are known to have received a copy of this Request for Qualifications. Offerers shall acknowledge receipt of all addenda on the sealed envelope or package containing their submittal.

10. Qualifications must comply with all applicable federal, state, county and local laws concerning these types of services.

11. The apparent silence of these specifications as to any detail or to the apparent omission of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

12. Qualifications will be received and publicly acknowledged at the location, date and time stated in the Request for Qualifications. Offerers, their representatives and interested persons may be present. The submittal shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and kept secret during negotiations.

13. A prospective offerer must affirmatively demonstrate offerer's responsibility. A prospective offerer must meet the following requirements:

    a. Have adequate financial resources, or the ability to obtain such resources as required;
    b. Be able to comply with the required or proposed delivery schedule;
    c. Have a satisfactory record of performance;
    d. Have a satisfactory record of integrity and ethics;
    e. Be otherwise qualified and eligible to receive an award.

    The City of Belton may request representation and other information sufficient to determine offerer's ability to meet these minimum standards.

The City of Belton is aware of the time and effort you expend in preparing and submitting qualifications proposals to the City. Please let us know of any qualifications requirements causing you difficulty in responding to our Request for Qualifications. We want to facilitate your participation so that all responsible vendors can compete for the City's business.

Awards should be made approximately four (4) weeks after the proposal opening date. To obtain results or if you have questions concerning this Request for Qualifications and specifications, please contact the City of Belton City Clerk's office at (254) 933-5817.

Attachment 1

CITY OF BELTON
PROFESSIONAL ENGINEERING SERVICES
TRANSPORTATION ALTERNATIVES PROGRAM
CHISHOLM TRAIL HIKE AND BIKE FACILITY PH. II
BELTON, TEXAS

I. INTRODUCTION

The City of Belton desires to retain a licensed professional engineering team (licensed in the State of Texas) to provide comprehensive engineering services, to include civil design, traffic design, utilities, environmental, surveying, and other specialties as may be needed for the design of the Transportation Alternatives Program Chisholm Trail Hike and Bike Facility Phase II. A copy of the conceptual project elements is attached as Attachment 1.

II. BACKGROUND

The City desires to develop "bid ready" fully designed and engineered plans for the Transportation Alternatives Program Chisholm Trail Hike and Bike Facility Phase II. This project will have the following characteristics:

- Phase II of the Chisholm Trail Hike and Bike Facility will extend a distance of approximately 4,120' in length.
- The Trail will include 6' wide sidewalk and 10' wide hike/bike trail and will be constructed of reinforced concrete.
- The Trail will include a BNSF Railway underpass crossing.
- The Trail must meet all ADA standards for accessibility.
- ROW acquisition will be required.
- Federal funds, administered by Waco's TxDOT District office (Kris Long), will require compliance with all appropriate federal and state standards for a street project.

Conceptual planning has been done, but no detailed preliminary or final engineering has been done on the project to date.

Design professionals which would be anticipated to be part of a team led by an engineer to develop these design plans should include, at a minimum, the following:

- Civil engineering design
- Traffic design
- Utility design
- Environmental expertise
- Surveying services

III. SCOPE OF SERVICES REQUESTED

A. The scope of services is outlined in the attached sample contract. (See Attachment 2).

B. Compliance with the U.S. Department of Justice ADA Standards for Accessible Design publication.

C. Compliance with federal, state and local regulations related to this type of project.

D. Preparation of any status reports, submittals and documentation required by the Owner and TxDOT.

E. Determination of required adjustment, removal or relocation of utilities which may interfere with proposed construction and notification of Owner prior to completion of design.

F. Professional management services including establishment of a records keeping system; coordination of all activities among TxDOT, the Engineer, and the City; labor standards compliance; civil rights and DBE compliance and liaison; processing financial draws for contract and reporting; and preparation of a close-out report.

G. Design professional must be capable of production plans on a computer aided design and drafting (CADD) system that meets the requirements of Computer Graphics Files for Document and Information Exchange used by the City of Belton (see Attachment 3).

H. Any other activities considered as standard architectural and engineering services.

IV. PRE-SUBMISSION CONFERENCE

A pre-submission conference will be held at **1:00 p.m. CST on Monday, August 22, 2016,** in the Conference Room of Belton City Hall, 333 Water Street. While this conference is not mandatory, attendance is highly recommended.

V. INFORMATION REQUESTED FROM OFFERER

Each submission shall contain all the items listed below. Incomplete submissions shall be rejected in technical review by the Evaluation Committee.

A. Letter of Transmittal

1. Briefly state your understanding of the services being requested.

2. Give the names of the persons authorized to make representations for your firm, their titles, addresses, telephone numbers, and fax numbers.

B. Title Page

Show the subject, name of your firm, address, telephone number, fax number, e-mail, name of contact person and date.

C. Table of Contents

Include a clear identification of the material by section and page number.

D. <u>Profile of Submitting Team</u>

1. State whether the firm is local, regional, national, or international.

2. Provide a statement of qualifications.

3. Briefly describe the firm's experience in providing the services being requested and in particular, indicate the firm's experience working on federally funded programs.

4. Explain the firm's capacity to perform the specific proposed tasks.

5. Discuss the firm's efforts to seek inclusion of DBE's in project services.

6. Give the location of the office(s) which will provide the service to the City. Identify the specific individuals who will do the work and describe their qualifications and experience. Verify in the form of a written statement that the proposed team individuals are currently employed, either the prime or a subprovider.

7. Provide a list of current clients and a description of ongoing projects.

8. Provide at least three (3) references familiar with the firm's capability to deliver the services requested.

9. Provide a signed Corporate Board of Directors Resolution if incorporated authorizing the submission of a proposal and stating who will represent the firm.

E. <u>Qualifications Proposal</u>

1. Explain in detail how the services will be performed.

2. Describe reports that will be provided to the City.

3. Outline a time frame for completing the services and setting appropriate deadlines.

4. Furnish the City with any additional information considered essential to your submission.

5. Explain your firm's plan for inspection of the work and assurance of quality workmanship by the construction contractor.

6. Provide a detailed description of the CADD system you propose to use.

VI. EVALUATION CRITERIA AND SELECTION

The award of this contract shall be made to the responsible team whose qualifications are determined to be the highest evaluated offer resulting from the composite scores of the selection committee, taking into consideration the importance of the evaluation factors set forth below:

- Experience 40 points

- Work Performance 30 points
- Capacity to Perform Tasks 15 points
- Responsiveness to Proposal 10 points
- Opportunity for DBE Inclusion in Project Services 5 points

TOTAL 100 points

VII. SUBMISSION INFORMATION

One (1) original and six (6) copies of the qualifications submittal should be provided in a sealed envelope clearly marked **"Professional Engineering Services – Transportation Enhancement Program Nolan Creek Pedestrian and Bike Trail Extension, Belton, Texas"** no later than **10:00 a.m. CST on Tuesday, September 6, 2016**, to:

Amy Casey, City Clerk
City of Belton
333 Water Street
Belton, Texas 76513

- For technical information, contact Angellia Points, Director of Internal Services, at (254) 933-5823 or by fax at (254) 933-5811. For information regarding the RFQ process, contact Aaron Harris, Special Projects Coordinator, at (254) 933-5813 or by fax at (254) 933-5822. The City of Belton is an Affirmative Action and Equal Opportunity Employer.

- Qualifications will be reviewed and ranked by the Selection Committee. The City reserves the right, but is not required, to conduct oral interviews with up to the top three (3) firms ranked by the committee.

- The City also reserves the right to request additional information from offerers. The award will be made to the firm that receives the highest composite score from the Committee. The City reserves the right to negotiate a contract with the awarded offerer.

- Qualifications will be received and publicly acknowledged in the City Manager's office located at 333 Water Street, at the date and time stated. Offerers, their representatives and interested persons may be present. Qualifications shall be received and acknowledged only so as to avoid disclosure of the contents to competing offerers and shall be kept secret during negotiations.

VIII. Additional Information

- Awarding of the contract will be made by the City Council of the City of Belton, Texas, after TxDOT approval. The term of this agreement shall begin upon final execution of the contract by both parties and approval by TxDOT and shall extend until final acceptance of the completed project by TxDOT.

- The attached contract for professional services approved by the City Attorney shall be the basis for contract negotiation.

- The method of payment shall be a not to exceed maximum fee agreement with payments distributed throughout the life of the project based upon percentages of work completed. Any additional services contracted for shall likewise be lump sum.

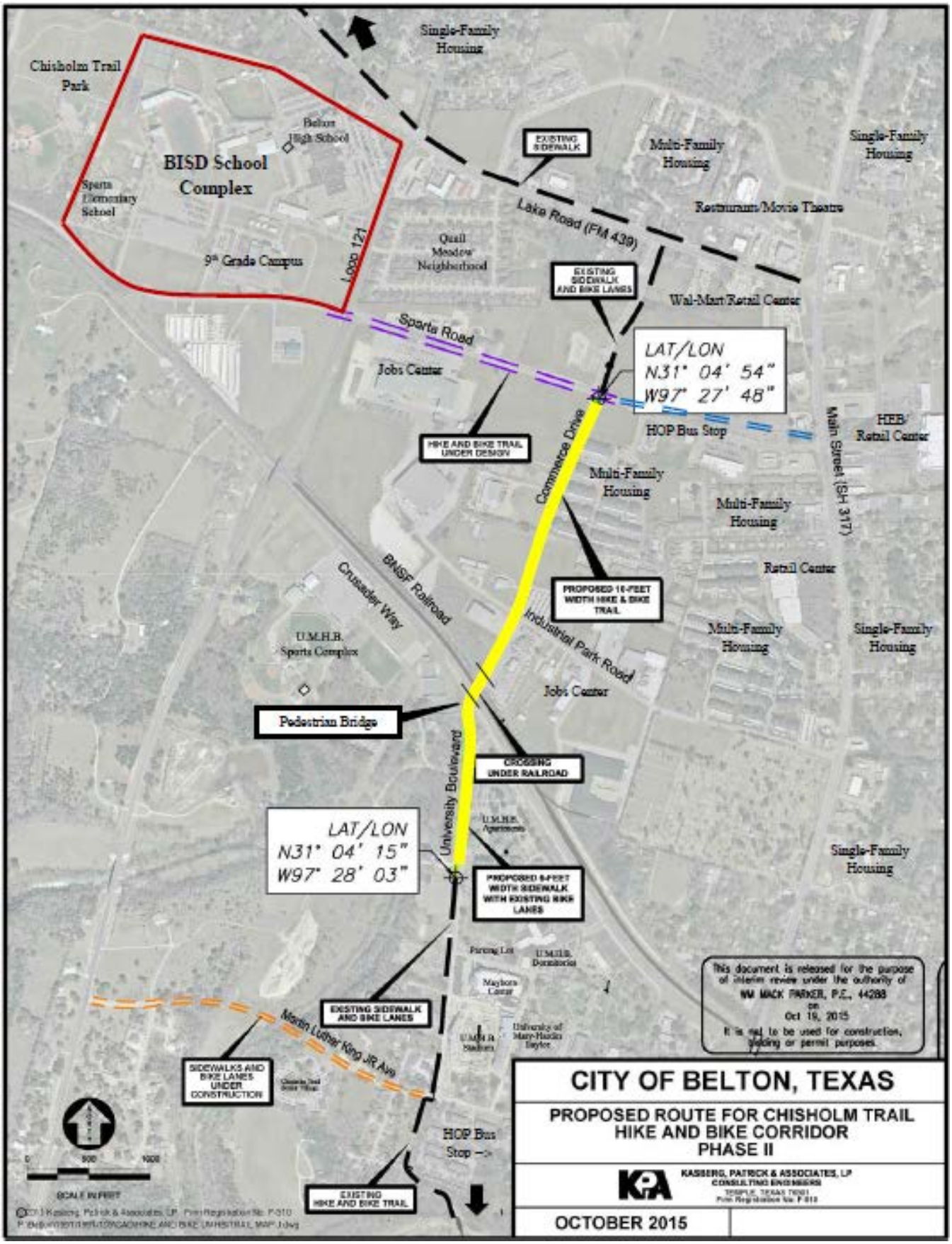
- Submittal qualifications cannot be altered after submission deadline. Any interlineation, alteration or erasure made before opening must be initialed by the signer of the submittal, guaranteeing authenticity.

- A submittal may not be withdrawn or canceled by the offerer without the written permission of the City for a period of ninety (90) days following the date designated for the receipt of submittal, and offerer so agrees upon submittal of his submittal.

- Any interpretations, corrections or changes to this Request for Qualifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Belton City Manager's office. Addenda will be mailed, faxed, and/or e-mailed to all who are known to have received a copy of the Request for Qualifications.

Company Name	
Mailing Address	
Physical Address	
City, State, Zip	
Phone Number	
Fax Number	
E-Mail Address	
Tax ID Number	
Signature of Authorized Agent	
Printed Name of Authorized Agent	
Title	
Date	

Attachment 1



Attachment 2

CONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
TRANSPORTATION ALTERNATIVES PROGRAM
CHISHOLM TRAIL HIKE AND BIKE FACILITY PH. II

STATE OF TEXAS §

COUNTY OF BELL §

Date: _____

This is an agreement by and between the City of Belton, Texas, a Texas home rule City (hereinafter called "CITY"), acting through its duly authorized agent, Sam A. Listi, City Manager, and _____, (hereinafter called "DESIGN PROFESSIONAL").

WHEREAS, the CITY desires to obtain DESIGN PROFESSIONAL services for the Transportation Alternatives Program Chisholm Trail Hike and Bike Facility Phase II, hereinafter called the "PROJECT".

WHEREAS, the CITY desires to obtain professional services in connection with the PROJECT; and

WHEREAS, the DESIGN PROFESSIONAL is qualified and capable of performing the professional services proposed herein, is acceptable to the CITY, and is willing to enter into an Agreement with the CITY to perform such services.

NOW, THEREFORE, BE IT RESOLVED, that the parties hereto do mutually agree as follows:

ARTICLE 1
SERVICES TO BE PROVIDED

1.1 The CITY agrees to retain the DESIGN PROFESSIONAL, and the DESIGN PROFESSIONAL agrees to perform professional services for the PROJECT as an independent contractor and professional consultant as set forth in the sections following; and the CITY agrees to pay, and the DESIGN PROFESSIONAL agrees to accept fees as specified in the sections following as full and final compensation for the work accomplished.

ARTICLE 2
BASIC SERVICES

2.1 The DESIGN PROFESSIONAL will render services necessary for development of the PROJECT in three phases as follows:

Phase 1	Preliminary Design
Phase 2	Final Design
Phase 3	Construction Administration

2.2 PHASE 1 – PRELIMINARY DESIGN

2.2.1 Reviewing available data and consulting with CITY in preliminary conferences to clarify and define the requirements for the project.

2.2.2 Advising CITY as to the necessity of providing or obtaining from others special data or services. These special services may include soil and foundation investigations, photogrammetry, reconnaissance surveys, property surveys, topographic surveys, geotechnical investigations and consultations, traffic studies, materials engineering, assembly of zoning, deed, and other restrictive land use information, among other studies which may be required. These special services will be performed under the general supervision of the DESIGN PROFESSIONAL as part of Basic Services unless expressly listed under Article 3 as additional services or unless CITY enters into a separate agreement for a particular special service with a third party.

2.2.3 Preparing environmental assessment data or environmental impact documents and assist the CITY in preparing for and attending public hearings.

2.2.4 Identifying and analyzing requirements of governmental authorities or other public or private entities having jurisdiction or power to approve, deny, or otherwise affect the scope of the project, and participating in consultations with such authorities, affected utilities, and other entities.

2.2.5 Providing analyses of CITY's needs, including planning surveys and comparative evaluations of prospective sites and solutions, which might include on-site investigations of existing facilities.

2.2.6 Providing a general economic analysis of CITY's requirements applicable to various alternatives.

2.2.7 Coordinating closely with TxDOT Waco on design considerations, standards, and requirements mandated by TxDOT, FHWA, or another relevant agency, in order to provide 60% plan set for TxDOT approval.

2.2.8 Preparing preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of the project. This document will contain DESIGN PROFESSIONAL's estimate of probable total project cost.

2.2.9 Attending a maximum of four (4) public meetings (neighborhood and City Council) if necessary to present results of report and receive public input.

2.3 PHASE 2 – FINAL DESIGN

This phase of project development will be undertaken only after the CITY and TxDOT have approved the preliminary design phase material and executed a letter designating the total not-to-exceed compensation due DESIGN PROFESSIONAL for Phase 2 and a time frame for Phase 2, which letter shall serve as the Notice to Proceed with Phase 2. This letter will be signed by DESIGN PROFESSIONAL and reference this Agreement for purposes of incorporating its terms. This phase shall be completed within the time frame agreed to by the parties at that time. The basic services for the final design phase will include:

2.3.1 Preparing final construction drawings, plans, and specifications based on the accepted preliminary design documents and concepts, in order to achieve 90% and then 100% plan set for TxDOT approval.

2.3.2 DESIGN PROFESSIONAL agrees that he will use his best efforts to develop construction documents that will result in bids that fall within this fixed limit and will give a revised opinion, if any, of probable construction costs after Phase 2. Any failure of the DESIGN PROFESSIONAL to meet these obligations will be grounds for disapproval of all or any portion of Phase 2 work and related compensation by the CITY. If DESIGN PROFESSIONAL's revised final opinion of probable construction costs exceeds the preliminary estimate, the DESIGN PROFESSIONAL, if required by the CITY, will determine what materials, equipment, component systems, and types of construction are to be included in the contract documents and make reasonable adjustments in the scope of the PROJECT to bring it within the fixed limit. The DESIGN PROFESSIONAL may also include in the contract documents alternate bids to adjust the construction costs to the fixed limit of budgeted construction costs.

If the lowest bona fide bid exceeds such the fixed limit of budgeted construction cost established as a condition of this agreement, the City may either:

1) give written approval of the increase from such fixed limit;
2) authorize rebidding of such PROJECT within a reasonable time;
3) cooperate in revising the project scope and quality as required to reduce the construction costs; or
4) abandon the PROJECT.

In the case of 3), the DESIGN PROFESSIONAL, without additional charge, provided said contract for construction is entered into within one hundred eighty (180) calendar days after the bona fide or latest detail estimate, will modify the drawings and specifications as necessary to bring the construction costs within the original fixed limit, or within any new fixed limit subsequently authorized by the CITY. It is further provided that when bids are received that exceed the PROJECT budget, a reduction in the overall size of the PROJECT to meet the established PROJECT budget for construction costs will be subject to the approval of the CITY through the City Council. The providing of this service will be the limit of the DESIGN PROFESSIONAL's responsibility in this regard.

2.3.3 Furnishing the necessary data required to apply for regulatory permits from local, state, or federal authorities and procuring said permits or approvals.

2.3.4 After approval of final design, furnishing CITY electronic, digital files of drawings, in a size acceptable to the CITY, copy of technical specifications, and other contract documents such as special conditions for the PROEJCT prepared by DESIGN PROFESSIONAL to supplement standard contract documents used by CITY and approved by the City Attorney.

2.3.5 **PHASE 3 – CONTRACT ADMINISTRATION –** This element of the project shall occur throughout Phases 1 and 2, and after project completion. It shall include, but not be limited to, establishment of a records keeping system; coordination of all activities among TxDOT, the Engineer, and the City: labor standards compliance; civil rights and DBE compliance and liaison; processing financial draws for contact and reporting; and preparation of a close out report.

ARTICLE 3
ADDITIONAL SERVICES

3.1 The outline of the scope of work set forth in Article 2 will be considered sufficient to perform the work. The set forth hereinafter as Additional Services are not included as part of the services to be provided by

the DESIGN PROFESSIONAL under Article 2. It is recognized that the elements of such cannot be accurately predetermined or controlled entirely by the DESIGN PFOFESSIONAL. Therefore, such work will be performed as Additional Services.

3.2 The DESIGN PROFESSIONAL will furnish Additional Services only when agreed between CITY and DESIGN PROFESSIONAL in writing and only after such Additional Services have been approved by the CITY and additional funds have been authorized by the City Council.

3.3 Such services may include:

3.3.1 Making further planning surveys to affect use of new equipment not previously planned or site evaluations to substantially increase the scope of work.

3.3.2 Appearing before state and other regulatory agencies.

3.3.3 Preparing to serve or serving as an expert witness on behalf of the CITY in connection with any public hearing, arbitration or legal proceeding.

3.3.4 Revising contract drawings, specifications, or other documents which have been previously approved by CITY to accomplish changes not initiated by the DESIGN PROFESSIONAL which would require substantial change in basic design.

3.3.5 Providing contract administration and supervision services during the construction phase, should the construction contract time in calendar days be exceeded by more than thirty percent (30%) through no fault of the DESIGN PROFESSIONAL. However, should the CITY decide to compensate DESIGN PROFESSIONAL for these services under this Article, a failure to provide extended administration and supervision services will be deemed a breach of this Agreement.

ARTICLE 4
COMPENSATION

4.1 DEFINITION OF TERMS

4.1.1 Hourly Rates. Hourly rates is defined as a multiple of ____ times the cost of salaries of DESIGN PROFESSIONALs, technicians, drafters, stenographers, surveyors, clerks, laborers, etc., including social security contributions, unemployment excise and payroll taxes, employment compensation insurance, medical and other insurance benefits, sick leave, vacation, holiday pay, contributions to a pension or retirement plan for time directly chargeable to the PROJECT. Hourly rates for Basic and Additional Services for this PROJECT will not exceed those listed in Exhibit “A” which is attached hereto and made a part of this contract for all purposes.

4.1.2 Direct Non-Labor Expenses. Direct non-labor expenses are defined as all non-labor expenses incurred by the DESIGN PROFESSIONAL which are directly chargeable to the PROJECT, which in general include expenses for supplies, transportation, equipment, travel, communications, subsistence and lodging away from home, field office expenses, reproductions, and similar incidentals.

4.2 PAYMENT FOR BASIC SERVICES – PHASES 1, 2 , and 3

4.2.1 Based on applications for payment submitted by the DESIGN PROFESSIONAL and approved by the CITY, the CITY will make progress payments as scheduled hereafter for basic services. The application for payment will be computed on the basis of hourly rates shown in Exhibit "A" plus direct non-labor expenses. For basic services, DESIGN PROFESSIONAL will be paid an amount not to exceed **$_____**. Partial payments will be made monthly upon presentation of statements to CITY.

4.2.2 The basic charge and additional services for design will not exceed DESIGN PROFESSIONAL's estimate as set forth in Exhibit "A", which is attached hereto and incorporated herein for all purposes, either as a while or for any individual phase, part thereof or additional service.

4.2.3 For Phase 1 basic services, DESIGN PROFESSIONAL will be paid an amount not to exceed **$_____**. Partial payments will be made monthly upon presentation of statements to CITY.

4.2.4 If CITY elects to proceed with Phase 2 services, DESIGN PROFESSIONAL will be paid an amount to be determined after completion of Phase 1 services, but not to exceed **$_____**. Partial payments will be made monthly upon presentation of statements to CITY.

4.2.5 If the CITY chooses not to proceed with Phase 2 after analyzing estimated construction costs, the total fee earned and to be paid the DESIGN PROFESSIONAL will be based on the completion of Phase 1 services. In no event will the DESIGN PROFESSIONAL ever be paid more than the total amount of services performed at the date that the DESIGN PROFESSIONAL is notified that the CITY does not wish to proceed with the PROJECT, or otherwise terminates this agreement in accordance with the termination clause contained in Article 9. Provided, further, that DESIGN PROFESSIONAL agrees and certifies in accordance with the Texas Professional Services Procurement Act that the professional fees charged under this contract are fair and reasonable and are not higher than the published recommended practices and fees of applicable professional associations. DESIGN PROFESSIONAL will allow CITY or its representative to perform audits, if necessary, to verify the hours worked and the expenses incurred contained in applications for payment.

4.2.6 For Phase 3, Contract Administration services, Design Professional will be paid an amount not to exceed $_____. Partial payments will be made monthly upon presentation of statements to CITY.

4.3 PAYMENT FOR ADDITIONAL SERVICES

4.3.1 Payment for additional services will be computed on the basis of hourly rates plus direct non-labor expense. For the services of personnel described in this section, the DESIGN PROFESSIONAL will be compensated in accordance with the schedule for various employees of the DESIGN PROFESSIONAL as set forth in Exhibit "A".

4.3.2 Payment for Additional Services will be made monthly, based upon presentation of invoices, statements and billings to the CITY sufficient to show the work accomplished. Under no conditions will any additional services be paid for until the DESIGN PROFESSIONAL has received written authorization from the CITY for such work.

4.4 ADDITIONAL COPIES OF PRINTED DOCUMENTS

Additional copies, above the number due as part of the basic services outlined in Article 2, of reproduced plans, specifications, maps and exhibits will be available to the CITY upon request to the DESIGN PROFESSIONAL and will be paid for by the CITY at actual invoice cost to the DESIGN PROFESSIONAL.

ARTICLE 5
SERVICES BY THE CITY

5.1 In general, the CITY through its contract administrator will render services as follows:

5.1.1 Provide available criteria and full information as to the CITY's requirements for the PROJECT.

5.1.2 Assist the DESIGN PROFESSIONAL by placing at his disposal all available written data pertinent to previous operations, reports, and any other data affecting the design and/or construction of the PROJECT.

5.1.3 Acquire all land and rights-of-way required for the PROJECT and any related off-site work, including rights of ingress and egress on private property.

5.1.4 Respond promptly in writing to requests by the DESIGN PROFESSIONAL for authorization to proceed with specific activities deemed desirable.

5.1.5 Examine documents submitted by the DESIGN PROFESSIONAL and render decisions pertaining thereto, promptly, to avoid unreasonable delay in the progress of the DESIGN PROFESSIONAL's services.

5.1.6 Furnish required information as expeditiously as necessary for the orderly progress of the work.

5.2 The DESIGN PROFESSIONAL will be entitled to rely upon the CITY's administrator regarding decisions made by CITY; further, all notices or information will be deemed made when conveyed in writing to the administrator.

5.3 The services, information and reports required above will be furnished at the CITY's expense.

ARTICLE 6
PROJECT DOCUMENTS

6.1 All documents including, but not limited to, tracings, drawings, estimates, specifications, investigations, and studies completed or partially completed will be the property of the CITY. DESIGN PROFESSIONAL, its subcontractors, agents and employees will be liable to CITY for any loss or damage to any such documents while they are in the possession of or while being worked upon by the DESIGN PROFESSIONAL or anyone connected with him. All documents so lost or damaged will be replaced or restored by DESIGN PROFESSIONAL without cost to the CITY.

ARTICLE 7
NOTICE TO PROCEED; SCHEDULING OF WORK

7.1 It is understood and agreed that the DESIGN PROFESSIONAL will work as an Independent Contractor but the CITY will have ultimate control of the services to be rendered, and that no work will be done under this Agreement under Phase 1 or any other phase until the DESIGN PROFESSIONAL is instructed in writing to proceed with the work.

ARTICLE 8
ASSIGNMENT

8.1 The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this contract. Neither party will assign, sublet nor transfer any interest in this contract without the written authorization of the other.

ARTICLE 9
TERMINATION

9.1 In connection with the work outlined in this contract, it is agreed and fully understood by the DESIGN PROFESSIONAL that the CITY may cancel or indefinitely suspend further work hereunder or terminate this contract upon fifteen (15) days written notice to the DESIGN PROFESSIONAL with the understanding that immediately upon receipt of said notice all work and labor being performed under this contract will cease. Before the end of such fifteen (15) day period DESIGN PROFESSIONAL will invoice CITY for all work satisfactorily completed and will be compensated in accordance with the terms of this Agreement. All drawings, field surveys, maps, estimates, investigation, studies, and other data work related to the PROJECT will become the property of the CITY upon termination of this Agreement.

9.2 Nothing contained in paragraph 9.1 above will require the CITY to pay for any work which is unsatisfactory as determined by the Contract Administrator or which is not submitted in compliance with the terms of the Agreement. The CITY will not be required to make any payments to the DESIGN PROFESSIONAL when the DESIGN PROFESSIONAL is in default under this Agreement, nor will this article constitute a waiver of any rights, at law and at equity, which the CITY may have if the DESIGN PROFESSIONAL is in default, including the right to bring legal action for damages or to force specific performance of this contract.

9.3 DESIGN PROFESSIONAL understands and agrees that time is of the essence and that any failure of the DESIGN PROFESSIONAL to complete his services within the time limit established herein will constitute a material breach of this Agreement. The DESIGN PROFESSIONAL will be fully responsible for any delays or for failures to use his best efforts in developing contractual documents in accordance with the terms of this Agreement. Where damage is caused to the CITY due to the DESIGN PROFESSIONAL's failure to perform in this manner, the CITY may withhold all or any portion of the DESIGN PROFESSIONAL's payments hereunder without waiver of any of the CITY's additional legal rights or remedies.

9.4 The DESIGN PROFESSIONAL will have the right to terminate this Agreement, on fifteen (15) days written notice to the CITY should the CITY fail to satisfactorily perform its obligation herein. In the event of termination, the DESIGN PROFESSIONAL will be paid for all services rendered to date of termination. Nothing contained herein will constitute a waiver of DESIGN PROFESSIONAL's right to bring a suit for damages or to enforce specific performances of this Agreement under these

circumstances. In the event of termination hereunder, DESIGN PROFESSIONAL will invoice CITY for all work satisfactorily completed up to the date of this notice of termination and will be compensated in accordance with the terms of Agreement.

9.5 Notwithstanding anything contained herein to the contrary, the CITY will have the right to withdraw from this Agreement on the last day of CITY's current fiscal year in the event of non-appropriation of funds by its governing body.

ARTICLE 10
VENUE

10.1 Venue and jurisdiction of any suit or right or cause of action arising under or in connection with this Agreement will be exclusively in Bell County, Texas, and any court of competent jurisdiction will interpret this Agreement in accordance with the laws of the State of Texas. The prevailing party in an action brought under or concerning this Agreement may recover costs of court, attorneys' fees, and expert witnesses' and consultants' fees.

ARTICLE 11
CONTRACT AGREEMENT

11.1 This instrument represents the entire understanding between the CITY and the DESIGN PROFESSIONAL in respect to the PROJECT and may only be modified in writing signed by both parties.

ARTICLE 12
UNLAWFUL PROVISIONS DEEMED STRICKEN

12.1 If this Agreement contains any unlawful provisions not an essential part of the Agreement and which shall not appear to have been a controlling or material inducement to the making thereof, such unlawful provisions shall be of no effect. Upon the application of either party or the ruling of a court of competent jurisdiction, the unlawful part shall be considered stricken from the Agreement without affecting the remainder of the Agreement.

ARTICLE 13
RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

13.1 Approval by the CITY will not constitute nor be deemed a release of the responsibility and liability of the DESIGN PROFESSIONAL, his employees, subcontractors, agents and consultants for the accuracy and competency of their designs, drawings, or other documents and work, nor will such approval be deemed to be an assumption of such responsibility by the CITY for any defect in the designs, drawings, or other documents prepared by the DESIGN PROFESSIONAL, his employees, subcontractors, agents and consultants.

ARTICLE 14
INDEMNIFICATION

14.1 The DESIGN PROFESSIONAL will indemnify and hold the CITY and all of its officers, agents, servants, and employees harmless from any loss, damage, liability or expense, including costs of court, reasonable attorneys' fees, expert witnesses' and consultants' fees, on account of damage to property and injuries, including death, to all persons, whether caused by DESIGN PROFESSIONAL or its officers,

agents, employees, subcontractors, licensees, invitees, or other persons due to any act of negligence or intentional act or breach of any obligation under this Agreement, defend CITY in any suits or other proceedings brought against the CITY and its officers, agents, servants and employees, or any of them on account thereof, and pay all expenses and satisfy all judgments which may be incurred by or rendered against them, or any of them in connection herewith.

The indemnity obligations herein shall survive the termination of the contract for any reason and shall survive the completion of the work on the project.

ARTICLE 15
INSURANCE

15.1 The DESIGN PROFESSIONAL will maintain at all times professional liability or errors and omissions insurance covering any claim hereunder occasioned by DESIGN PROFESSIONAL's negligent act, or error or omission in an amount of not less than $250,000 per person or claim and $500,000 per occurrence or annual aggregate. DESIGN PROFESSIONAL agrees to maintain professional liability insurance during the term of this agreement and, if the policy is on a claims made basis, for a period of not less than five (5) years after the Project is complete and provide proof of such continuing coverage. DESIGN PROFESSIONAL further agrees to provide proof of coverage as needed for prior acts back to the date of execution of this agreement if DESIGN PROFESSIONAL changes insurance carriers during this extended indemnity period.

DESIGN PROFESSIONAL will further maintain general commercial liability coverage with minimum limits for damages resulting from bodily injury or death of $250,000 per person and $500,000 per occurrence, and $100,000 per occurrence for property damage, or a combined single limit of $500,000.

DESIGN PROFESSIONAL further agrees that with respect to the above required liability insurance, the CITY will:

1. Be named as additional insured for general liability insurance.

2. Be provided with a waiver of subrogation, in favor of CITY.

3. Be provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate).

4. Prior to execution of this Agreement, be provided through the office of the City Clerk with either their original Certificate of Insurance or their insurance policy evidencing the above limits and requirements and subject to approval by the City Attorney.

The insurance requirements set out in this section are independent from all other obligations of DESIGN PROFESSIONAL under this Agreement and apply whether or not required by any other provision of this Agreement.

ARTICLE 16
COMPLIANCE WITH LAWS

16.1 The DESIGN PROFESSIONAL, his consultants, agents and employees and subcontractors, will comply with all applicable federal and state laws, the Charter and Code of Ordinances of the City of Belton, and

all other applicable rules and regulations promoted by all local, state and national boards, bureaus and agencies.

ARTICLE 17
NOTICES

17.1 This contract will be administered on the CITY's behalf by _____. All notices, documentation, or questions arising under this Agreement should be addressed to the CITY's contract administrator at:

City Manager
Belton City Hall
333 Water Street
Belton, Texas 76513
(254) 933-5818

All written notices from CITY to DESIGN PROFESSIONAL will be addressed to the DESIGN PROFESSIONAL as follows:

_____
_____
_____

ARTICLE 18
CAPTIONS

The captions of this Agreement are for information purposes only and will not in any way affect the substantive terms and conditions of this Agreement.

ARTICLE 19
EXECUTION OF AGREEMENT

The execution of this Agreement shall proceed as follows: signature of the DESIGN PROFESSIONAL (and the Corporate Secretary and seal, if applicable) shall be affixed hereto, whereupon the Agreement shall be submitted to the City Attorney for review and approval. After such approval, the Agreement shall then be signed by the City Manager. An executed original of this Agreement shall be kept on file in the City Clerk's office.

IN WITNESS WHEREOF, the City of Belton, Texas has caused these presents to be executed by its City Manager and attested by its City Clerk and executed by _____ on behalf of _____.

THE CITY OF BELTON, TEXAS **DESIGN PROFESSIONAL:**

_____ _____

Sam A. Listi, City Manager

ATTEST:

_____
Amy Casey, City Clerk

ATTEST:

_____

APPROVED AS TO FORM:

_____
John Messer, City Attorney

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the _____ day of _____, 2016, by Sam A. Listi, City Manager of the City of Belton, Texas.

_____
Notary Public, State of Texas

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____.

_____
Notary Public, State of Texas

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF BELL §

This instrument was acknowledged before me on the _____ day of _____, 2016, by _____ of _____, a Texas corporation, on behalf of such corporation.

_____
Notary Public, State of Texas

Exhibit "A"

BASIC SERVICES

Phase 1	Preliminary Design	$_____
Phase 2	Final Design	$_____
Phase 3	Contract Administration	$_____
	MAXIMUM FEES	$_____

ADDITIONAL SERVICES – In accordance with Article 3, Section 3.2.

HOURLY RATES
FOR BASIC AND ADDITIONAL SERVICES

Principal Design Professional	$_____
Project Manager	$_____
Project Engineer	$_____
Senior Technician	$_____
CAD Technician	$_____
Clerical	$_____
Automobile Mileage	$_____
Computer	$_____
Direct Expenses	$_____
Registered Professional Land Surveyor	$_____
Survey Crew	$_____
Laborers	$_____
Others	$_____

Attachment 3

COMPUTER GRAPHICS FILES FOR DOCUMENT AND INFORMATION EXCHANGE

Construction Document Drawings shall be prepared with Computer-Aided Design and Drawing (CADD) technology. The following formats are acceptable by the State: .DWG – AutoCAD Release 12 only; .DGN – MicroStation; or .DXF – AutoDesk Interchange Format. Raster scanned drawings are not acceptable.

CAD layering format and names shall conform to the CAD LAYER GUIDELINES RECOMEMNDED DESIGNATIONS FOR ARCHITECHTURE, ENGINEERING, AND FACILITY MANAGEMENT COMPUTER-AIDED DESIGN by the American Institute of Architects, except for additional required layers as noted below. Include a Layer Matrix indicating relationships between CAD files, CAD layers, and drawings with the final "record/as-built" set of drawings. Reference A.I.A. CAD LAYER GUIDELINES for examples. Only layers applicable to the project should be defined. The Summary Layer List without modifiers (A.I.A.) shall be sufficient except as noted below. Modifiers are only necessary when the minor group name needs further differentiation. In addition, the following layers are to be included in the project layering format:

Long Format Layer Name	Short Format Layer Name	Layer Description
X-RDME	XRD	README file providing information on layer matrix, file organization, special creation or compression routines, etc.
*-****-CNRL	***CL	Centerlines
-CLNG-****	*CG*	Ceiling Plans
A-WALL-XTER	AWAXT	Exterior Walls Building Shell
A-WALL-CORE	AWACO	Building Core Walls: Elevators, stairs, restrooms, rated corridors, equipment rooms and closets
A-WALL-CNRL	AWACL	Centerlines of interior partition walls
A-AREA-LEGEND	AARID	Area Legend
A-AREA-CONS	AARCO	Polygons for Construction Area
A-AREA-GROS	AARGR	Polygons for Gross (interior) Area
A-AREA-NUSA	AARNU	Polygons for Non-Usable Area Subtractions (hallways, chases, etc.)
A-AREA-USAB	AARUS	Polygons for Usable Areas
A-AREA-ROOM	AARRM	Polygons for all subdivisions of space
A-GLAZ-CNRL	AGLCL	Curtain wall centerlines
F-****-****	F****	Fire protection layers
H-****-****	H***	Hazardous material abatement layers

Include the A-AREA series of layers utilizing polygons for floor plan area calculations. Only the respective polygons are saved in these layers. Wall edges, partition centerlines, and structural centerlines utilized to snap polygons are saved in their respective layering groups also.

The file naming convention shall begin with two numerical digits representing the district number followed by the drawing project number and related discipline with the proper automated format extension, i.e.:

<u>0 1 B C 5 K 1 1 A 1 . D W G</u>

District Drawing Number Discipline Sheet Number Format

All drawings must be created using real world coordinates utilizing the architectural system of units. Drawings shall be create 1 = 1 utilizing real world dimensions and sizes. CADD drawings must reflect true dimensioning and must not be graphic representations. The CADD drawings are a means of communication and shall be legible, clear, accurate, and clean. When files are submitted from office to office via diskettes, they must be labeled as follows:

File Name(s)
Company Name
Date
Contact Name
Contact Phone Number