

## **CITY OF FORT WORTH, TEXAS**

### **STANDARD AGREEMENT FOR PROFESSIONAL SERVICES**

This AGREEMENT is between the City of Fort Worth, a Texas home-rule municipality (the "CITY"), and a sole proprietor authorized to do business in Texas, as an independent contractor ("Consultant"), for a PROJECT generally described as: Traffic Signal Operations Engineering, Traffic Signal Timing Plan Development for Special Projects.

#### **Article I**

##### **Scope of Services**

- (1) Consultant hereby agrees to perform as an independent contractor the services set forth in the Scope of Services attached hereto as Attachment "A". These services shall be performed in connection with Traffic Signal Operations Engineering, Traffic Signal Timing Plan Development for Special Projects.
- (2) Additional services, if any, will be requested in writing by the City. City shall not pay for any work performed by Consultant or its subconsultants, subcontractors and/or suppliers that has not been ordered in writing. It is specifically agreed that Consultant shall not be compensated for any alleged additional work resulting from oral orders of any person.

#### **Article II**

##### **Compensation**

Consultant 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 not exceed a total of \$100,000.00 unless the City and the Consultant mutually agree upon a fee amount for additional services and amend this Agreement accordingly.

The Consultant shall provide monthly invoices to the City. 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 Consultant's invoice for payment of same.

Acceptance by Consultant of said payment shall operate as and shall release the City from all claims or liabilities under this Agreement for anything related to, done, or furnished in connection with the services for which payment is made, including any act or omission of the City in connection with such services.

## **Article III**

### **Term**

Unless terminated pursuant to the terms herein, this Agreement shall be for a term of twelve (12) months beginning upon the date of its execution, or until the completion of the subject matter contemplated herein, whichever occurs first.

## **Article IV**

### **Independent Contractor**

Consultant shall operate hereunder as an independent contractor, and not as an officer, agent, servant, or employee of the City. Consultant 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 respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, and subcontractors, and nothing herein shall be construed as creating a partnership or joint venture between City and Consultant.

## **Article V**

### **Professional Competence and Indemnification**

- (1) Work performed by Consultant 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. Approval by the City shall not constitute or be deemed to be a release of the responsibility and liability of Consultant or its officers, agents, employees, contractors and subcontractors for the accuracy and competency of its services performed hereunder.
- (2) In accordance with Texas Local Government Code Section 271.904, the Consultant 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 Consultant or Consultant's agent, consultant under contract, or another entity over which the Consultant's exercises control.

## Article VI

### Insurance

- (1) Consultant shall not commence work under this Agreement until it has obtained all insurance required under this Article and the City has approved such insurance, nor shall Consultant allow any subcontractor to commence work on its subcontract until all similar insurance of the subcontractor has been so obtained and approval given by the City; provided, however, Consultant may elect to add any subconsultant as an additional insured under its liability policies.

Commercial General Liability  
\$1,000,000 each occurrence  
\$1,000,000 aggregate

Automobile Liability  
\$1,000,000 each accident (or reasonably equivalent limits of coverage if written on a split limits basis). Coverage shall be on any vehicle used in the course of the Project.

Worker's Compensation  
Coverage A: statutory limits  
Coverage B: \$100,000 each accident  
\$500,000 disease - policy limit  
\$100,000 disease - each employee

### (2) Additional Insurance Requirements

- a. Except for employer's liability insurance coverage under Consultant's worker's compensation insurance policy, the City, its officers, employees and servants shall be endorsed as an additional insured on Consultant's insurance policies.
- b. Certificates of insurance shall be delivered to the Transportation and Public Works, Traffic Management Division Attention: Michael Wobken, Senior Professional Engineer, 5001 James Avenue, Suit 301, Fort Worth, TX 76115, prior to commencement of work.
- c. Any failure on part of the City to request required insurance documentation shall not constitute a waiver of the insurance requirements specified herein.
- d. Each insurance policy shall be endorsed to provide the City a minimum thirty days notice of cancellation, non-renewal, and/or material change in policy terms or coverage. A ten days notice shall be acceptable in the event of non-payment of premium.

- e. Insurers must be authorized to do business in the State of Texas and have a current A.M. Best rating of A: VII or equivalent measure of financial strength and solvency.
- f. Other than worker's compensation insurance, in lieu of traditional insurance, City may consider alternative coverage or risk treatment measures through insurance pools or risk retention groups. The City must approve in writing any alternative coverage.
- g. Workers' compensation insurance policy(s) covering employees employed on the Project shall be endorsed with a waiver of subrogation providing rights of recovery in favor of the City.
- h. City shall not be responsible for the direct payment of insurance premium costs for Consultant's insurance.
- i. Consultant's insurance policies shall each be endorsed to provide that such insurance is primary protection and any self-funded or commercial coverage maintained by City shall not be called upon to contribute to loss recovery.
- j. In the course of the Agreement, Consultant shall report, in a timely manner, to City's officially designated contract administrator any known loss occurrence which could give rise to a liability claim or lawsuit or which could result in a property loss.
- k. Consultant's liability shall not be limited to the specified amounts of insurance required herein.
- l. Upon the request of City, Consultant shall provide complete copies of all insurance policies required by these Agreement documents.

## **Article VII**

### **Transfer or Assignment**

City and Consultant each bind themselves, and their lawful successors and assigns, to this Agreement. Consultant, its lawful successors and assigns, shall not assign, sublet or transfer any interest in this Agreement without prior written consent of the City.

## **Article VIII**

### **Termination of Contract**

- (1) City may terminate this Agreement for its convenience on 30 days' written notice. Either the City or the Consultant for cause may terminate this Agreement if either Party fails substantially to perform through no fault of the other and does not

commence correction of such nonperformance with 5 days of written notice and diligently complete the correction thereafter

- (2) If City chooses to terminate this Agreement under Article 8, upon receipt of notice of termination, Consultant shall discontinue services rendered up to the date of such termination and City shall compensate Consultant based upon calculations in Article 2 of this Agreement and Exhibit "B" attached hereto and incorporated herein.
- (3) All reports, whether partial or complete, prepared under this Agreement, including any original drawings or documents, whether furnished by the City, its officers, agents, employees, consultants, or contractors, or prepared by Consultant, shall be or become the property of the City, and shall be furnished to the City prior to or at the time such services are completed, or upon termination or expiration of this Agreement.

## **Article IX**

### **Right to Audit**

- (1) Consultant 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 Consultant involving transactions relating to this Agreement. Consultant 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 Consultant reasonable advance notice of intended audits.
- (2) Consultant further agrees to include in all its subcontracts hereunder, a provision to the effect that the subcontracting consultant 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 sub-consultant, involving transactions to the subcontract, and further, that City shall have access during normal working hours to all sub-consultant 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 Consultant and any sub-consultant reasonable advance notice of intended audit.
- (3) Consultant and sub-consultants agree to photocopy such documents as may be requested by the City. The City agrees to reimburse Consultant for the cost of copies at the rate published in the Texas Administrative Code in effect as of the time copying is performed.

## **Article X**

### **Minority Business and Small Business Enterprise (MBE)(SBE) Participation**

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 enterprises and/or small business enterprises in City contracts. Consultant acknowledges the MBE and SBE goals established for this Agreement and its accepted written commitment to MBE and SBE participation. 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 XI**

### **Observe and Comply**

Consultant 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. Consultant 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 XII**

### **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 XIII**

### **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 XIV**

### **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 XV**

### **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:

City of Fort Worth  
Attn: Transportation and Public Works, Traffic Management Division  
5001 James Avenue, Suite 301  
Fort Worth, Texas 76115

Consultant:

Gerry de Camp  
Attn: Gerry de Camp, P.E., PTOE  
1127 Eldridge Pkwy, #300-148  
Houston, TX 77077-1771

## **Article XVI**

### **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 XVII**

**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.

Executed and effective this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ .

BY:  
CITY OF FORT WORTH

BY:  
ENGINEER  
Gerry de Camp

\_\_\_\_\_  
Fernando Costa  
Assistant City Manager

\_\_\_\_\_  
Gerry de Camp, P.E  
Traffic Signal Engineer

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

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

**APPROVAL RECOMMENDED:**

By:\_\_\_\_\_  
Douglas W. Wiersig, P.E  
Director, Transportation and Public  
Works

APPROVED AS TO FORM AND LEGALITY M&C No.:\_\_\_\_\_

By:\_\_\_\_\_  
Douglas W. Black  
Assistant City Attorney

M&C Date:\_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Mary J. Kayser  
City Secretary



## **ATTACHMENT "A"**

### Scope for Traffic Signal Operations Engineering, Traffic Signal Timing Plan Development for Special Projects

The scope set forth herein defines the work to be performed by the ENGINEER in completing the project. Both the CITY and ENGINEER have attempted to clearly define the work to be performed and address the needs of the Project.

#### **OBJECTIVE**

The engineering consultant will provide task efforts in the following areas on an as-needed basis as directed by the city project manager. The work will primarily involve the timing and operations of City of Fort Worth traffic signal equipment, i.e. Type 170E controllers, Bi Tran 233 software, and McCain QuicNet software. The work may also involve other traffic signal control equipment in use or under investigation, including the new Intelight MaxTime software and ATC 2070 controllers. The engineering consultant will as much as practical, include staff in efforts below for the purpose of training and development.

#### **WORK TO BE PERFORMED**

- Task 1. Project Management
- Task 2. Traffic Signal Timing Plan Development and Deployment
- Task 3. Traffic Operation Analysis and Recommendation
- Task 4. Other Signal-Related Work as Assigned.

#### **TASK 1. PROJECT MANAGEMENT.**

ENGINEER will manage the work outlined in this scope to ensure efficient and effective use of ENGINEER's and CITY's time and resources. ENGINEER will manage change, communicate effectively, coordinate internally and externally as needed, and proactively address issues with the CITY's Project Manager and others as necessary to make progress on the work.

- 1.1. Communications and Reporting
  - Attend meetings with CITY Project Manager as requested.
  - Prepare invoices and submit monthly.
  - Prepare and submit monthly progress reports.
  - Coordinate with other agencies and entities as necessary for the proposed traffic signal retiming and / or operational changes.

#### **DELIVERABLES**

- A. Meeting summaries with action items shall be prepared for each meeting
- B. Monthly invoices

## C. Monthly progress reports

### **TASK 2. TRAFFIC SIGNAL TIMING PLAN DEVELOPMENT AND DEPLOYMENT**

As part of the traffic signal timing plan development the ENGINEER will perform the following tasks:

#### 2.1 Data Collection:

- Except where otherwise assigned for a specific project, direct visual observation and analysis of existing field conditions as supplemented by any existing traffic volume counts and controller timing data provided by the CITY will be adequate.

#### 2.2 Prepare and Implement Timing Plans:

- Except where otherwise assigned for a specific project, direct manual coordination pattern design using basic traffic engineering principles not requiring the use of any Synchro or other computerized signal timing programs will be satisfactory.
- To the extent practical and with the approval of appropriate CITY staff, implementation and fine tuning of the proposed signal timing revisions may proceed immediately following the initial observations of existing field conditions, or as soon as efficient and practical thereafter.

#### 2.3 Signal Sequence Improvements:

- Where the CITY requests a signal sequence revision at a complex intersection requiring controller reconfiguration prior to field implementation, the ENGINEER shall appropriately document and submit his proposal to the CITY for its approval and arrangement of implementation.
- The ENGINEER shall attend and support the field implementation of his proposed revised signal operation and provide all requested explanation of and training thereon to CITY staff.

#### 2.4 Signal Timing Database Conversions

- For intersections upgraded to the new ATC 2070 controller, the CITY may request a conversion from the existing Bi Tran 233 signal controller database to an Intelight MaxTime database. At these locations, the ENGINEER shall convert the database to the new database standard, check parameters for adherence to MUTCD and industry standards, and review the timing inputs for opportunities to take advantage of new features of the advanced controller. Any parameter changes shall be appropriately documented and submitted to the CITY upon completion.

### **DELIVERABLES**

- A. Timing plan data as deployed in the field
- B. Appropriate documentation of sequence revision proposals
- C. Before and After conditions travel time run results, when applicable
- D. List of signal timing database conversions with parameter changes, if applicable

### **TASK 3. TRAFFIC OPERATION ANALYSIS and RECOMMENDATIONS**

When given a capacity improvement assignment for one or a group of adjacent signalized intersections, the ENGINEER will perform the following tasks:

#### **3.1 Data Collection:**

- The ENGINEER will assess the “before” conditions of the corridor and/or study intersection(s), including field observations of existing traffic operations.
- The ENGINEER will conduct “before” travel time runs, when applicable, to document the existing conditions travel time before implementation of new coordinated timing.

#### **3.2 Conduct Baseline Analysis**

- The baseline analysis will serve to identify key issues related to traffic operations at the intersection. The following tasks will be accomplished as part of the baseline analysis:
  - Field Assessment – The ENGINEER will conduct a thorough field evaluation of the intersection, including a review and verification of the existing timing plans and observation of the existing traffic operations. Provide the CITY with a written qualitative assessment of the operational needs including intended goals to be achieved for each assigned corridor and/or intersection.

#### **3.3 Prepare Timing Plans**

- The ENGINEER will conduct an analysis of the intersections to determine basic operations parameters. The analysis will result in recommendations for the following operational parameters:
  - Cycle Length – The ENGINEER will conduct an analysis to determine the optimal cycle length for that intersection or the corridor.
  - Splits/Offsets – The ENGINEER will develop recommended splits and offsets for all phases at each study intersection based on the recommended cycle length for each timing plan.
  - Calculate Clearance Intervals and Pedestrian Intervals – The ENGINEER will calculate, based on MUTCD standards and industry best practices, the clearance intervals (yellow plus all red) and pedestrian crossing times (walk and flashing don’t walk).

#### **3.4 Fine-Tune Timing Plans**

- Following implementation of the timing plans, the ENGINEER will work with CITY staff to fine-tune the splits and offsets for each new timing plans.

### 3.5 Final Documentation

- After completion of the field fine-tuning of the timing plans, the ENGINEER, shall assist CITY staff in the collection of the “after” travel time runs. The results of these runs shall be documented by the ENGINEER and submitted to the City.

## **TASK 4. SIGNAL TIMING DATABASE CONVERSIONS**

### 4.1 Database Conversions

- As needed, the ENGINEER will convert some of the more complex intersections from the existing Bi Tran 233 software database to the new Intelight MaxTime standard for the 2070 ATC controller. The ENGINEER should review all basic parameters for compliance with MUTCD compliance and industry standards, and look for opportunities to take advantage of advanced features in the new controller to increase efficiency or improve operations.

### **ASSUMPTIONS:**

- The CITY will provide all available 24 hour and turning movement counts, as well as the existing timing sheets and/or Synchro files for all study intersections.
- For preparation of timing plans, the ENGINEER will meet with the City to review results of the data collection, field observations efforts, baseline conditions, and preliminary timing plans. The ENGINEER shall incorporate comments into the development of the final optimized timings for the intersection(s) before implementation.
- The ENGINEER shall meet with the CITY to discuss any related CITY comments on the proposed improvements. Such comments shall be appropriately incorporated in any requested final project documentation.

### **DELIVERABLES**

- A. Final timing plan sheets
- B. Any related final documentation requested by CITY staff
- C. “Before” and “After” Travel time results, where applicable by task
- D. Existing Conditions Assessments with Projected Goals (by task)

## **TASK 6. OTHER SIGNAL RELATED WORK AS ASSIGNED.**

Work assigned under this task may include but not be limited to:

- Assisting with signal timing plan and signal sequence revision development and deployment assigned by the CITY.
- ENGINEER's retention of sub-consultants as requested or agreed to by CITY as described in mutually accepted work order documents.

**DELIVERABLES:**

As appropriate to the assignment of all of the above and as directed in an authorizing written work order accepted by the ENGINEER.

## ATTACHMENT B COMPENSATION

### Traffic Signal Operations Engineering, Traffic Signal Timing Plan Development for Special Projects

#### I. Compensation

A. The ENGINEER shall be compensated a total fee not to exceed \$100,000.00 as summarized in Exhibit B-1 – Engineer Invoice and Section IV – Summary of Total Project Fees. The total fee shall be considered full compensation for the services described in Attachment A, including all labor materials, supplies, and equipment necessary to deliver the services.

i. **Labor Expenses.** All labor expenses for Gerry de Camp, P.E., PTOE shall be reimbursed at an hourly rate of \$170 per hour. Labor rates for other employees, if any, must be submitted to the CITY for approval prior to beginning work.

ii. **Non-Labor Expenses.** Non-labor expenses shall be reimbursed as Direct Expenses at invoice or internal office cost. Direct expenses (non-labor) include, but are not limited to: mileage, travel and lodging expenses, mail, supplies, printing and reproduction services, other direct expenses associated with the delivery of the work; plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

iii. **Subcontractor Expenses.** Subcontract expenses and outside services shall be reimbursed at cost to ENGINEER plus a markup of ten percent (10%).

iv. **Budgets.** ENGINEER will make reasonable efforts to complete the work within the budget and will keep the City informed of progress toward that end so that the budget or work effort can be adjusted if found necessary.

ENGINEER is not obligated to incur costs beyond the indicated budgets, as may be adjusted, nor is the City obligated to pay ENGINEER beyond these limits.

If ENGINEER projects, in the course of providing the necessary services, that the PROJECT cost presented in Article 2 of this Agreement will be exceeded, whether by change in scope of the project, increased costs or other conditions, the ENGINEER shall immediately report such fact to the City and, if so instructed by the City, shall suspend all work hereunder.

When any budget has been increased, ENGINEER's excess costs expended prior to such increase will be allowable to the same extent as if such costs had been incurred after the approved increase.

B. The ENGINEER shall be paid monthly payments as described in Section II - Method of Payment.

## **ATTACHMENT B COMPENSATION**

### **II. Method of Payment**

- A. Partial payment shall be made to the ENGINEER monthly upon City's approval of an invoice prepared and submitted by the ENGINEER in the format and including content as presented in Exhibit B-1.
- B. The estimated current physical percent complete as required on the invoice shall be calculated from the progress schedule as required in each task order to this Standard Agreement and according to the current version of the City of Fort Worth's Schedule Guidance Document.
- C. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments.
- D. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the ENGINEER.

### **III. Progress Reports**

- A. The ENGINEER shall prepare and submit to the designated representative of the Transportation and Public Works Department monthly progress reports and schedules in the format required by the City. Progress reports will include:
  - i. List of task orders in progress
  - ii. Hours spent on each
  - iii. % of task order complete
  - iv. Any relevant notes that might impact schedule or product

**ATTACHMENT B  
COMPENSATION**

**IV. Summary of Total Project Fees**

<b>Firm</b>	<b>Primary Responsibility</b>	<b>Fee Amount</b>	<b>%</b>
<b>Prime Consultant</b>			
Gerry de Camp, P.E.	Traffic signal operations engineering and timing plan development	\$100,000.00	100
<b>Proposed M/WBE Sub-Consultants</b>			
<b>Non-M/WBE Consultants</b>			
<b>TOTAL</b>		<u>\$100,000.00</u>	100%

<b>Project Number &amp; Name</b>	<b>Total Fee</b>	<b>M/WBE Fee</b>	<b>M/WBE %</b>
	\$ _____	\$ _____	_____ %

City M/WBE Goal = \_0\_%

Consultant Committed Goal = \_0\_\_ %



**EXHIBIT "B-1"  
ENGINEER INVOICE  
(Supplement to Attachment B)**

Insert required invoice format following this page, including negotiated total budget and allocations of budgets across work types and work phases.

**Professional Services Invoice**

City Project #:

F/A/C:

City Sec Number:

Purchase Order:

Company Name

Consultant's PM:

Vendor Invoice #:

From Date:

To Date:

May 2013 Work Summary		
Date	Description	Hours
<b>Invoice Totals:</b>		<b>Hours:</b>
		<b>@ \$170/hr</b>

**Previous Invoices:**

Date:	Invoice #	Amount:

Total: \$ -

**Funds Remaining on  
Contract:  
Overall Percentage  
Complete:**

Submitted by: \_\_\_\_\_

**ATTACHMENT "C"**

**CHANGES AND AMENDMENTS TO STANDARD AGREEMENT FOR  
PROFESSIONAL SERVICES**

Traffic Signal Operations Engineering, Traffic Signal Timing Plan  
Development for Special Projects

**Not applicable to this contract.**

**Attachment D - Project Schedule**

**Not applicable to this contract.**

**Attachment E**

**Not applicable to this contract.**