CITY SECRETARY
CONTRACT NO. 46712

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 CTC, Inc., authorized to do business in Texas, an independent contractor ("Consultant"), for a PROJECT generally described as: UPRR Winnie Street Quiet Zone Group.

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 UPRR Winnie Group Quiet Zone which includes S Ayers Avenue, Oakland Blvd, S Hughes Ave, S Tierney Road, Winnie Street, and S Handley Drive.

(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 be hourly rates not exceed a total of $16,943 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.

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Article III

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, 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 Department Attention: Lissette Acevedo, P.E., P.T.O.E., 1000 Throckmorton Street, Fort Worth, TX76102, 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: Lissette Acevedo, P.E., P.T.O.E.
Transportation and Public Works
1000 Throckmorton Street
Fort Worth, Texas 76102

CTC, Inc.
Attn: Kurt Anderson
6100 Southwest Blvd
Fort Worth, TX 76109

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 ~~5th~~ 1st day of ~~February 2014~~ June 2015.

BY:
CITY OF FORT WORTH

Fernando Costa
Assistant City Manager

Date: 5/28/15

BY:
ENGINEER
CTC, Inc.

Kurt Anderson
Vice President and General Manager

Date: 5/12/15

APPROVAL RECOMMENDED:

By: _____
Doug Wiersig, P.E.
Director, TPW

APPROVED AS TO FORM AND LEGALITY

By: _____
Doug Black
Assistant City Attorney

M&C No.: N/A

M&C Date: _____

ATTEST:

Mary J. Kayser
City Secretary

CITY OF FORT WORTH TEXAS

ATTACHMENT "A"

Scope for Engineering Design Related Services for Street Improvements

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 based as directed by the City Project Manager. Provide guidance and prepare documents and plans for the establishment of quiet zones at the Union Pacific Railroad at grade crossings of Ayers Avenue, Oakland Blvd, Hughes Avenue, Tierney Avenue, Winnie Street, and S. Handley Drive described as Winnie Street Quiet Zone Group as requested by the city.

WORK TO BE PERFORMED

Task 1. Design Management
Task 2. Railroad Grade Crossing Quiet Zone Design and Implementation
Task 3. Additional Services

TASK 1. DESIGN 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. Managing the Team

- Lead, manage and direct design team activities
- Ensure quality control is practiced in performance of the work
- Communicate internally among team members
- Task and allocate team resources

1.2. Communications and Reporting

- Attend a pre-design project kickoff/chartering meeting with CITY staff to confirm and clarify scope, understand CITY objectives, and ensure economical and functional designs that meet CITY requirements
- Conduct and document project update meetings with CITY Project Manager as needed
- Prepare invoices, in accordance with Attachment B to this Standard Agreement and submit monthly in the format requested by the CITY.

- Prepare and submit monthly progress reports in the format provided by the respective CITY Department.
- Coordinate with other agencies and entities as necessary for the design of the proposed infrastructure, and provide and obtain information needed to prepare the design
- With respect to coordination with permitting authorities, ENGINEER shall communicate with permitting authorities such that their regulatory requirements are appropriately reflected in the designs. ENGINEER shall work with regulatory authorities to obtain approval of the designs, and make changes necessary to meet their requirements, as part of the design scope.
- Personnel and Vehicle Identification: When conducting site visits to the project location, the ENGINEER or any of its sub-consultants shall carry readily visible information identifying the name of the company and the company representative.

DELIVERABLES

A. Meeting summaries with action items

B. Monthly invoices

C. Monthly progress reports

D. Monthly schedule updates with schedule narrative describing any current or anticipated schedule changes

TASK 2. RAILROAD GRADE CROSSING QUIET ZONES

Provide guidance, coordination, and preparation of documentation and specific plans required for the establishment of quiet zones as requested by the city.

ENGINEER will develop the quiet zone design and plans as follows.

2.1. Review of Existing Documents

- Prepare Project Schedule and update monthly
- Conduct on-site review with city of quiet zone plans and existing conditions, take field measurements and develop quiet zone method
- Analyze Quiet Zone options using FRA quiet zone calculator and present options to City of approval for final quiet zone method
- Coordinate, prepare meeting documents, conduct diagnostic team field review on site, prepare diagnostic team notes and distribute to team members
- Prepare Notice of Intent (NOI) to establish quiet zone and assist City in issuance of documents
- Prepare response to comments submitted by others during the Notice of Intent (NOI) process (if applicable)
- Provide Railroad and FRA Coordination
- Provide progress updates, attend meetings

- Project management, accounting and administration

DELIVERABLES

A. Diagnostic Meeting and meeting notes

B. Quiet Zone Calculations

C. Notice of Intent Letter

D. Response letters to NOI comments (if applicable)

E. Monthly Invoices/Progress Reports/Meeting Notes

Additional Services not included in the existing Scope of Services – CITY and ENGINEER agree that the following services are beyond the Scope of Services described in the tasks above. However, ENGINEER can provide these services, if needed, upon the CITY's written request. Any additional amounts paid to the ENGINEER as a result of any material change to the Scope of the Project shall be agreed upon in writing by both parties before the services are performed. These additional services include the following:

Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

ATTACHMENT B
COMPENSATION

Design Services for
UPRR Winnie Quiet Zone Group
Ayers Avenue, Oakland Blvd, Hughes Avenue,
Tierney Avenue, Winnie Street, and S. Handley Drive
City Project No. 02619
Time and Materials with Rate Schedule Project

I. Compensation

A. The ENGINEER shall be compensated for personnel time, non-labor expenses, and subcontract expenses in performing services enumerated in Attachment A as follows:

i. **Personnel Time**. Personnel time shall be compensated based upon hours worked directly in performing the PROJECT multiplied by the appropriate Labor Category Rate for the ENGINEER's team member performing the work.

Labor Category Rate as presented in the rate schedule table below is the rate for each labor category performing the work and includes all direct salaries, overhead, and profit.

Labor Category	Minimum Rate ($/hour)	Maximum Rate ($/hour)
Principal (Engineer IX)	$320	$420
Sr. Project Manager (Engineer VII)	$200	$260
Traffic Engineer (Engineer VII)	$100	$200
Project Manager (Engineer VII)	$100	$150
CADD Technician (Technician V)	$80	$120
Project Accounting (Administrator IV)	$55	$130
Clerical Support (Administrator III)	$70	$110

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 delivery of the work; plus applicable sales, use, value added, business transfer, gross receipts, or other similar taxes.

iii. **Subcontract 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.

II. Method of Payment

A. The ENGINEER shall be paid by the City based upon an invoice created on the basis of statements prepared from the books and records of account of the ENGINEER, based on the actual hours and costs expended by the ENGINEER in performing the work.

B. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of the ENGINEER.

C. ENGINEER shall prepare and submit invoices in the format and including content as presented in Exhibit B-1.

D. Payment of invoices will be subject to certification by the City that such work has been performed.

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.

ATTACHMENT B
COMPENSATION

IV. Summary of Total Project Fees

Firm	Primary Responsibility	Fee Amount	%
Prime Consultant			
Proposed MBE/SBE Sub-Consultants			
Non-MBE/SBE Consultants			
TOTAL		$_____	100%

Project Number & Name	Total Fee	MBE/SBE Fee	MBE/SBE %
	$_____	$_____	_____%

City MBE/SBE Goal = ___% Consultant Committed Goal = ___ %

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 desired work types and work phases.

Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for
UPRR WINNIE STREET GROUP QUIET ZONE NOTICE OF INTENT ONLY- 6 CROSSINGS
City Project No. _____

Task No.	Task Description	Labor (hours)							Total Labor Cost	Expense				Total Expense Cost	Task Sub Total
		Principal	Sr Project Manager	Project Manager	Traffic Engineer	CADD Tech	Project Acctng	Clerical		Subconsultant		Travel	Reproduction		
	Rate	$391	$232	$141	$129	$92	$125	$83		MWBE	Non-MWBE				
2.0	**Quiet Zone Implementation**	0	17	80	0	8	4	4	$16,793	$0	$0	$200	$0	$200	$16,993
2.10	Review existing quiet zone documents and status		1	2					$514					$0	$514
2.11	Attend Kick Off Meeting and prepare meeting minutes		1	2					$514			$50			$514
2.12	Prepare Project Schedule and update monthly		2	8					$1,592						$1,592
2.13	Conduct on-site review with city of quiet zone plans and existing conditions, take field measurements and develop quiet zone method			8					$1,128			$50		$50	$1,178
2.14	Analyze Quiet Zone options using FRA quiet zone calculator and present options to City of approval for final quiet zone method		2	16					$2,720						$2,720
2.15	Coordinate, prepare meeting documents, conduct diagnostic team field review on site, prepare diagnostic team notes and distribute to team members		2	24		8			$4,586			$50		$50	$4,636
2.16	Prepare Notice of Intent (NOI) to establish quiet zone and assist City in issuance of documents		2	8					$1,592					$0	$1,592
2.17	Prepare response to comments submitted by others during the Notice of Intent (NOI) process (if applicable)		2	4					$1,028					$0	$1,028
2.18	Provide Railroad and FRA Coordination		1	4					$796					$0	$796
2.19	Provide progress updates, attend meetings		2	4					$1,028			$50		$50	$1,078
2.20	Project management, accounting and administration		2				4	4	$1,295					$0	$1,295
	CTC Totals	0	17	80	0	8	4	4	$16,793	$0	0	$200.0	0	$150	$16,943

Project Summary	
Total Hours	113
Total Labor	$16,793
Total Expense	$150
MBE/SBE Subconsultant	$0
Non-MBE/SBE Subconsultant	$0
5% Sub Markup	$0
MBE/SBE Participation	0.0%
Total Project Cost	**$16,943**

New Job Setup Worksheet

Responsible Party:	Greg Hackbarth
JOB #	EG15073
Job Name	Isleta Lakes Program Mod
State, City	NM, Bernallilo
Street, MP, Sub, DOT	Isleta Lakes
AWO/WO/PO#, Type	N/A
Customer	Herzog Technologies
Billing Contact	Mickey Tomlin
Email; Phone number	mtomlin@herzog.com
Mailing Address	
Billing Type:	Time & Material
Cost Type:	
Multiplier	3.16%
Overhead Rate %	
Total Invoice Profit %	
Fixed Fee Labor	
Fixed Fee Materials	
Estimated Start Date:	6/10/2015
Estimated Completion Date:	12/10/2015
NEW Customer?	NO

If YES, obtain New Customer Form.

Estimated # of invoices	

Special Invoicing Instructions:

Accounting Use Only:
Cust ID:
Rate Table:
INV Format:

FOLDER NEEDED:

AMOUNT:	$ 8,000.00
Actual	
Estimated	X
Not to Exceed	
Estimated COST:	$ 6,000.00

Labor Rates:	
Adcock, Ed	Actual Rate
Anderson, Kurt	Actual Rate
Campbell, Rick	Actual Rate
Dokupil, David	Actual Rate
Fullerton, Don	Actual Rate
Hendrix, Jeremy	Actual Rate
Hollingsworth, Janie	Actual Rate
Ison, Alex	Actual Rate
Jackson, Nicole	Actual Rate
Kosmak, Darin	Actual Rate
Oster, Tim	Actual Rate
Stavermann, Ralph	Actual Rate
Wilson, Monte	Actual Rate
Boutwell, Jonathan	Actual Rate
Campbell, Bonnie	Actual Rate
Deiss, Matthew	Actual Rate
Espinoza, Jose	Actual Rate
Fregia, Danny	Actual Rate
Henry, Doug	Actual Rate
Sharkey, John	Actual Rate
Wilson, Dustin	Actual Rate
Boone, Jen	Actual Rate
Colon, Michelle	Actual Rate
Cunningham, Mike	Actual Rate
Oelmann, Curtis	Actual Rate
Sewell, Marilyn	Actual Rate
Stutz, Will	Actual Rate
Wegner, Norine	Actual Rate
Chambers, Allen	Actual Rate
Humphries, Trey	Actual Rate
Jarosek, JD	Actual Rate
Nelson, Gary	Actual Rate
Overstake, Matt	Actual Rate
Souders, Ralph	Actual Rate
Barton, Chris	Actual Rate
Barton, Cody	Actual Rate
Baum, Stacy	Actual Rate
Hebert, Will	Actual Rate
Parker, Kasten	Actual Rate
Shirley, Charlie	Actual Rate

GGH 6/11/15