



**CITY OF CARROLLTON**

**GENERAL CONDITIONS**

**AND**

**SPECIFICATIONS**

**FOR**

**REQUEST FOR PROPOSAL**

**ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING STUDY/REPORT**

**&**

**2019-2013 CONSOLIDATED PLAN STUDY/REPORT**

**RFP# 19-010**

**CLOSING DATE:**

**THURSDAY, FEBRUARY 21, 2019**

**3:30 PM**

## NOTICE TO BIDDERS

Sealed Request for Proposal's will be received by the City of Carrollton at the office of Patricia Helms, Purchasing Manager, Carrollton City Hall Building, 1945 E. Jackson Road, Carrollton, Texas 75006-1790; until the hour of **3:30 PM on the 21<sup>st</sup> day of February, 2019**; at which time bids duly delivered and submitted will be considered for supplying the following:

### **RFP# 19-010 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING STUDY/REPORT & 2019-2023 CONSOLIDATED PLAN STUDY/REPORT**

**Any request for proposals received after stated closing time will be returned unopened. If request for proposals are sent by mail to the Purchasing Manager, the proposer shall be responsible for actual delivery of the request for proposal to the Purchasing Manager before the advertised date and hour for opening of request for proposals. If mail is delayed by the postal service, courier service, an internet service provider (ISP) or in the internal mail system of the City of Carrollton beyond the date and hour set for the request for proposal opening, request for proposals thus delayed will not be considered and will be returned unopened.**

**Information concerning the RFP specifications may be obtained by emailing Megan Tucker, Environmental Service Department, and Community Development at (972) 466-9121, [meagan.tucker@cityofcarrollton.com](mailto:meagan.tucker@cityofcarrollton.com). All questions submitted must also copy the Purchasing Department at [purchasing@cityofcarrollton.com](mailto:purchasing@cityofcarrollton.com).**

**Information on the bid process/procedures may be obtained from Patricia Helms, Purchasing Manager at (972) 466-3115 or [purchasing@cityofcarrollton.com](mailto:purchasing@cityofcarrollton.com).**

Until the final award by the City of Carrollton, said City reserves the right to reject any and/or all bids, to waive technicalities, to re-advertise, to proceed otherwise when the best interests of said City will be realized hereby. Bids will be submitted sealed and plainly marked with the date and time of opening.

The City of Carrollton Municipal Building is wheelchair accessible. For accommodations or sign interpretive services needed for bid openings, please contact the Purchasing Office 48 hours in advance at (972) 466-3133.

CITY OF CARROLLTON, TEXAS



Patricia Helms, Purchasing Manager

**Publication Dates: Sunday, February 3, 2019**

**&**

**Sunday, February 10, 2019**

**Closing Date: Thursday, February 21, 2019 @ 3:30PM**

## PROPOSAL OF BIDDERS

All:

The following bid is made for furnishing the materials/services for the City of Carrollton, Texas.

The undersigned declares that the amount and nature of the materials/services required is understood and that this proposal is in strict accordance with the requirements of the Request For Proposal and is a part of this bid, and that there will at no time be a misunderstanding as to the intent of the specifications or conditions of the Request for Proposal to be overcome or pleaded after the bids are opened.

The proposer shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements 49 CFR part 26. The proposer shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

The undersigned hereby proposes to furnish any supplies or equipment necessary for this, F.O.B. Carrollton, Texas, freight pre-paid at the unit prices quoted herein after notice of bid award. The undersigned affirms that they are duly authorized to execute this contract that this company, corporation, firm, partnership or individual and has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this type of business prior to the official opening of this bid.

Proposer understands that Texas Government Code §2270.002 forbids Texas government entities from contracting with any company that excludes or boycotts Israel, or will do so during the term of a contract. Also, Texas Government Code §2252.152 prohibits Texas governments from contracting with companies who do business with Iran, Sudan, or foreign terrorist organizations. If Proposer or Proposer's company boycotts Israel or will boycott Israel during the contract, does business with, or will do business with, Iran, Sudan, a terrorist organization, or is an organization listed with the Texas Comptroller pursuant to Chapter 2252 of the Texas Government Code, you must disclose this in your bid response and provide details of such business.

**Please sign on the line below as verification that your company is not excluded from contracting with the City of Carrollton by either Texas law, and will remain in compliance to these two laws for the term of the bid award.**

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

**PROPOSAL OF BIDDERS**

**RFP# 19-010 ANALYSIS OF IMPEDIMENTS  
TO FAIR HOUSING STUDY/REPORT &  
2019- 2023 CONSOLIDATED PLAN STUDY/REPORT**

**Respectfully Submitted,**

**PLEASE PROVIDE A COPY OF  
YOUR W-9**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME TITLE

\_\_\_\_\_  
COMPANY NAME CONTACT PERSON

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP

\_\_\_\_\_  
PAYMENT ADDRESS CITY STATE ZIP

\_\_\_\_\_  
PHONE NUMBER FAX NUMBER

\_\_\_\_\_  
E-MAIL ADDRESS WEB PAGE

**HUB Vendor Status           YES (attach certification)           NO**

**HUB VENDORS:** Historically Underutilized Business (HUB) vendors are vendors whose company is owned by either a minority or woman. If you are classified as a HUB vendor and have certification to prove this, please respond below and attach a copy of your certification. If you would like to read the Texas bid statute which references HUB vendors, please follow this link <http://www.statutes.legis.state.tx.us/SOTWDocs/LG/htm/LG.252.htm>

**NO PROPOSAL REPOSE:**            If response is not received in the form of a “RFP Proposal” or “No Proposal Response” bidder will be removed from bid list. Please give a specific reason as to why you are unable to bid, i.e.: we do not sell the required product/service.

**NO PROPOSAL RESPONSE may be faxed to: 972-389-9557** \_\_\_\_\_

**GENERAL CONDITIONS**

**ADDENDA**

**It is the responsibility of the vendor to check for addenda.** Addenda will be posted to the City’s website: [www.cityofcarrollton.com/purchasing](http://www.cityofcarrollton.com/purchasing)

**ASSIGNMENT OF REQUEST FOR PROPOSAL/CONTRACT**

The successful proposer may not assign their rights and duties under the award without the written consent of the City’s Purchasing Manager. Such consent shall not relieve the assignor of liability in event of default by their assignee.

**REQUEST FOR PROPOSAL CONSIDERATION / TABULATION**

After request for proposals are opened and publicly read, the request for proposals will be tabulated for comparison on the basis of the request for proposal prices and quantities (lowest responsible vendor) or by the best value method shown in the Proposal. Until final award of the Contract, the city reserves the right to reject any or all request for proposals, to waive technicalities, and to re-advertise for new request for proposals, or proposed to do the work otherwise in the best interests of the City.

Proposals will be rated based on the following criteria.

- **Experience and references** ..... **35%**
- **Reporting/reporting flexibility** ..... **25%**
- **Price** ..... **20%**
- **Administrative flexibility** ..... **20%**

**REQUEST FOR PROPOSALS SUBMISSION**

Request for Proposals may be submitted in person, or by mail.

- Submit proposals via mail to PO Box 110535, Carrollton, TX 75011-0535
- To submit a proposal via mail, all documents must be returned and an original signature provided on the proposal to bidders sheet.
- RFP’s will not be accepted in either format without a signature.
- The City is not responsible for mail service. See page 2, paragraph 2 of the Notice to Bidders.
- Proposals must be marked on the outside of the packaging, “**RFP# 19-010**”. Vendors do not need to come to the opening, but are welcome, if so desired. At the opening, the name of responding Vendor will be identified. No other information will be provided. The responding Vendors will be listed on the RFP website with 24 hours.
- Firms interested in this project shall submit **five (5) copies** of the above requested information no later than **3:30 PM on February 21, 2019** to the address and contact person listed on page #3.

## **BRAND NAMES**

If items for which request for proposals have been called for have been identified by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Request for proposals offering “equal” products will be considered for award if such products are clearly identified in the request for proposals and are determined by the Purchasing Manager and requesting Department to be equal in all material respects to the brand name products referenced. **Unless the proposer clearly indicates in their request for proposal that they are offering an “equal product”, their request for proposal shall be considered as offering a brand name product referenced in the Proposal Schedule.**

## **CANCELLATION OF REQUEST FOR PROPOSALS**

Request for proposals may be cancelled with **60** days written notice with good cause.

## **CHANGES OR ALTERATIONS**

No part of this request for proposal may be changed/alterd in any way. Vendors must submit written requests to change any specifications/conditions with their proposal. ***Changes made without submission of a written request to this request for proposal will result in disqualification.***

## **COMPLETING INFORMATION**

Proposer must fill in all information asked for in the blanks provided under each item. Failure to comply may result in rejection of the Request for Proposal at the City’s option.

## **CONTRACT CLAUSE**

All proposer understand and agree that the vendor’s request for proposal response will become a legally binding contract upon acceptance in writing by the City. This contract may be superseded only if replaced with a more extensive contract that is agreed to by both parties.

## **DEFAULT**

In case of default of the successful proposer, the City of Carrollton may procure the articles from other sources and hold the proposer responsible for any excess cost occasioned thereby.

## **DELIVERY**

The City reserves the right to demand bond or penalty to guarantee delivery by the date indicated. If order is given and the Proposer fails to furnish the materials by the guaranteed date, the City reserves the right to cancel the order without liability on its part. All prices are to be F.O.B. Carrollton, Texas all freight prepaid.

## **DELIVERY DATE**

Delivery date is an important factor to the City and may be required to be a part of each request for proposal. The City of Carrollton considers delivery time to be that period elapsing from the time the individual order is placed until that order or work thereunder is received by the City at the specified delivery location. The delivery date indicates a guaranteed delivery at Carrollton, Texas. Failure of the proposer to meet guaranteed delivery dates or service performance could affect future City orders.

Whenever the Contractor encounters any difficulty which is delaying or threatens to delay timely performance (including actual or potential labor disputes), the Contractor shall immediately give notice thereof in writing to the

Purchasing Manager, stating all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery or performance schedule or be construed as a waiver by the City of any rights or remedies to which it is entitled by law or pursuant to provisions herein. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery or performance schedule because of such delivery.

## **INDEMNIFICATION**

**IN CASE ANY ACTION IS BROUGHT AGAINST THE CITY, OR ANY OFFICER OR AGENT OF THE CITY, FOR THE FAILURE, OMISSION, OR NEGLIGENCE OF THE VENDOR TO PERFORM ANY OF THE COVENANTS, ACTS, MATTERS, OR THINGS BY THIS CONTRACT UNDERTAKEN; OR FOR INJURY OR DAMAGE CAUSED BY THE ALLEGED NEGLIGENCE OF THE VENDOR OR HIS SUBCONTRACTORS OR HIS OR THEIR AGENTS, OR IN CONNECTION WITH ANY CLAIM BASED ON LAWFUL DEMANDS OF SUBCONTRACTORS, WORKMEN, MATERIALMEN, OR SUPPLIERS THE VENDOR SHALL INDEMNIFY AND SAVE HARMLESS THE CITY AND ITS OFFICERS AND AGENTS, FROM ALL LOSSES, DAMAGES, COSTS, EXPENSES, JUDGMENTS, OR DECREES ARISING OUT OF SUCH ACTION, INCLUDING ATTORNEY FEES.**

## **INSURANCE**

Deductibles, of any type, are the responsibility of the vendor/contractor. The Contractor shall secure and maintain throughout the duration of this Contract insurance of such types and in such amounts as may be necessary to protect himself/herself and the interest of the Owner against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Owner but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage at all times. Failure of the Contractor to maintain adequate coverage shall not relieve him/her of any contractual responsibility or obligation.

Satisfactory certificates of insurance shall be filed with the Owner prior to starting any construction work on this Contract. The certificate shall state that 30 days advance written notice will be given to the Owner before policy covered thereby is changed or canceled.

The Contractor shall comply with all Federal, State, and local laws and ordinances relating to Social Security, Unemployment Insurance, Pensions, etc.

1. **Commercial General Liability:** \$2,000,000.00 combined single limit per occurrence for Fire Damage, Medical Expenses, Personal & Advertising Injury, General Aggregate and Products–Completed Operations Aggregate.  
This policy shall have no coverage removed by exclusions.
2. **Automobile Liability:** \$500,000.00 combined single limit per accident for bodily injury and property damage.  
Coverage should be provided as a "Code 1," any auto.
3. **Worker's Compensation and Employers' Liability:** *Statutory.* Employers Liability policy limits of \$500,000.00 for each occurrence, \$1,000,000 on Employers Liability Aggregate - Disease.

### **Other Insurance Provisions**

4. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:  
City of Carrollton  
Purchasing Department: Purchasing  
P. O. Box 110535  
Carrollton, Texas 75011-0535
5. Insurance Certificate must be submitted and issued with the City listed as the certificate holder.

**Cancellation Policy must read as follows:**

**"Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail a 30 days written notice to the certificate holder named to the left. "**

**MISCELLANEOUS**

Except as to any supplies or components which the specifications provide need not be new, all supplies and components to be provided under this contract shall be new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety), of current production and of the most suitable grade for the purpose intended. If at any time during the performance of this contract the Contractor believes that the furnishing of supplies or components which are not new is necessary or desirable, they shall notify the Purchasing Manager immediately, in writing, including the reasons therefore and proposing any consideration which will flow to the City if authorization to use supplies or components is granted.

The City of Carrollton supports a recycling program. Recycled materials are acceptable and will be considered for award. The City desires to use recycled products when a comparable material/product is available. If your company distributes products made of recycled materials, please submit an alternate request for proposal for the items requested. All recycled products should meet the minimum standards established in the request for proposal specifications provided. State any exceptions: costs, warranties and percentage of recycle materials used in the manufacture of the material/product. The City will determine the acceptability of the materials/product request for proposal as an alternate.

The City will consider special vendor pricing on discounts in exchange for City's willingness to participate in new product testing or promotion including ability of vendor to bring other potential customers to city job sites to demonstrate product. The amount of product discount in exchange for these services should be clearly stated in the request for proposal document. Any promotional strategies should be discussed with the Purchasing Manager and approved by the appropriate City Official(s) before submission of the request for proposal.

Successful proposer(s) agrees to extend prices to all entities that have entered into or will enter into joint purchasing inter-local cooperation agreements with the City of Carrollton. As such, the City of Carrollton has executed an inter-local agreement with certain other governmental entities authorizing participation in a cooperative purchasing program. The successful vendor may be asked to provide product/services, based upon the request for proposal price, to any other participant in the forum.

The City operates on a fiscal year that ends on September 30<sup>th</sup>. State law mandates that a municipality may not commit funds beyond a fiscal year; this request for proposal is subject to cancellation if funds for this commodity are not approved in the next fiscal year.

## **PAYMENT TERMS & CONDITIONS**

All request for proposals shall specify terms and conditions of payment, which will be considered as part of, but not control, the award of request for proposal. City review, inspection, and processing procedures ordinarily require thirty (30) days after receipt of invoice, materials or service. Request for proposals which call for payment before 30 days from receipt of invoice, or cash discounts given on such payment, will be considered only if in the opinion of the Purchasing Manager the review, inspection and processing procedures can be completed as to the specific purchases within the specified time.

It is the intention of the City of Carrollton to make payment on completed orders within thirty (30) days of receiving invoicing unless unusual circumstances arise. Invoices shall be fully documented as to labor, materials and equipment provided. Orders will be placed by the Purchasing Department and must be given a Purchase Order Number to be valid. No payments shall be made on invoices not listing a Purchase Order Number. No partial payment will be made.

Payment will not be made by the City until the vendor has been given a Purchase Order Number, has furnished proper invoice, materials, or services, and otherwise complied with City Purchasing procedures, unless this provision is waived by the City.

## **PROVISIONAL CLAUSES**

The City of Carrollton will not enter into any contract where the cost is provisional upon such clauses as are known as “escalator” or “cost-plus” clauses.

## **REJECTION OF REQUEST FOR PROPOSALS**

The City reserves the right to reject any or all request for proposals or to waive technicalities at its option when in the best interests of said City.

Request for proposals will be considered irregular if they show any omissions, alteration of form, additions, or conditions not called for, unauthorized alternate request for proposals or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interests of the City.

The City reserves the right to reject any or all request for proposals, and all request for proposals submitted are subject to this reservation. Request for proposals may be rejected, among other reasons, for any of the following specific reasons:

- Request for proposals received after the time limit for receiving request for proposals as stated in the advertisement.
- Proposal containing any irregularities.
- Unbalanced value of any items.

Proposers may be disqualified and their request for proposals not considered, among other reasons, for any of the following specific reasons:

- Reason for believing collusion exists among the Proposers.
- Reasonable grounds for believing that any Proposer is interested in more than one Proposal for the work contemplated.
- The Proposer being interested in any litigation against the City.
- The Proposer being in arrears on any existing contract or having defaulted on a previous contract.
- Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.

- Uncompleted work, which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.

### **REQUEST FOR NON-CONSIDERATION**

Request for proposals deposited with the City cannot be withdrawn prior to the time set for opening request for proposals. Request for non-consideration of request for proposals must be made in writing to the Purchasing Manager and received by the City prior to the time set for opening request for proposals. After other request for proposals are opened and publicly read, the Proposal for which non-consideration is properly requested may be returned unopened. The Proposal may not be withdrawn after the request for proposals have been opened, and the Proposer, in submitting the same, warrants and guarantees that this request for proposal has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such request for proposal will not and cannot be withdrawn because of any mistake committed by the Proposer.

### **SALES TAX**

The total for each request for proposal submitted must include any applicable taxes. Although the City is exempt from most City, State, or Federal taxes, this is not true in all cases. It is suggested that taxes, if any, be separately identified, itemized, and stated on each request for proposal. The City cannot determine for the proposer whether or not the request for proposal is taxable to the City. The proposer through the proposer's attorney or tax consultant must make such determination. Bills submitted for taxes after the request for proposals are awarded will not be honored.

**RFP# 19-010 - REQUEST FOR PROPOSAL FOR  
ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING STUDY/REPORT  
&  
CONSOLIDATED PLAN STUDY/REPORT**

**TIMELINE**

**CITY OF CARROLLTON**

The estimated RFP timeline is as follows:

<b>Advertise</b>	<b>Sunday, February 3, 2019</b> <b>Sunday, February 10, 2019</b>
<b>RFP Release/Available on website</b>	<b>Friday, February 1, 2019</b>
<b>Deadline for Questions:</b>	<b>Tuesday, February 19, 2019 @ 12:00 PM</b>
<i>Please send questions to <a href="mailto:purchasing@cityofcarrollton.com">purchasing@cityofcarrollton.com</a></i>	
<b>Deadline for Response to Questions:</b>	<b>Wednesday, February 20, 2019 @ 12:00 PM</b>
<b>Deadline for Proposals:</b>	<b>Thursday, February 21, 2019 3:30 PM</b>
<b>Proposal Analysis:</b>	<b>Wednesday, February 27, 2019</b>
<b>Interviews with Finalists: If required</b>	<b>Friday, March 1, 2019</b>
<b>Contract Negotiation:</b>	<b>Friday, March 8, 2019</b>
<b>City Council Authorization:</b>	<b>Tuesday, March 19, 2019</b>
<b>Expected Start of Operations:</b>	<b>Monday, April 1, 2019</b>

***SELECTION PROCESS:** City staff will review all submissions. Furthermore, staff will formulate a “short list” and interview the firms on the short list. Once interviews and reference checks on the firms on the short list are complete, a firm will be selected and awarded the project. If a satisfactory contract cannot be negotiated with that firm, the City shall formally end negotiations with that firm and select the next most favored provider and attempt to negotiate with that firm.*

# **RFP# 19-010 ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING STUDY**

**&**

## **2019-2023 CONSOLIDATED PLAN**

### **INTRODUCTION**

The City of Carrollton is currently accepting proposals from firms interested in assisting the City in conducting an *RFP# 19-010 for Analysis of Impediments to Fair Housing Study (Part I) and firms' interested in assisting the City in conducting the 2019-2023 Consolidated Plan (Part II)*. The City's goal is to award Part I and II to the same vendor.

### **GENERAL CITY INFORMATION**

Carrollton is a home-rule, incorporated city with a population of approximately 133,351. The city encompasses approximately 37 square miles and is located in the Dallas metropolitan area. The city lies in northwest Dallas County, southeast Denton County, and southwest Collin County. Carrollton is located approximately 14 miles northwest of downtown Dallas and within 10 miles of DFW International Airport. Carrollton was ranked "22nd Safest Texas City" and "22<sup>nd</sup> Best Place to Raise A Family in Texas" in 2017. One of the fastest growing cities in North Central Texas, Carrollton is the ninth largest city in the Dallas/Fort Worth metropolitan area. The City is governed by a Council Manager form of government and municipal services are provided by some 840 employees. The City Council is an elected body consisting of the mayor and seven council members. The City Manager, Erin Rinehart, is responsible for all functions of city government. The organization is divided into functional departments and divisions reporting to the City Manager, two Assistant City Managers and the Chief Financial Officer.

### **PROJECT BACKGROUND**

In October 1999, the City of Carrollton became an entitlement city under the United States Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program. The City of Carrollton is currently in its twentieth fiscal year of the program.

In order to be eligible to receive CDBG funds on an annual basis, HUD requires the preparation and submission of a Consolidated Plan (CP). The CP contains all of the application, planning and certification documents required for implementation of the program. The regulations governing the CP also require that the entitlement certify that it will affirmatively further fair housing as mandated by Section 808(e)(5) of the Fair Housing Act. HUD defines this action as requiring the grantee to:

- Conduct an analysis to identify impediments to fair housing within the jurisdiction.
- Take appropriate actions to overcome the effects of any impediments identified through the analysis.
- Maintain records reflecting the analysis and actions taken in this regard.

Annually, the City of Carrollton (City) is eligible to receive approximately \$750,000 in federal Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD). In order to receive these funds, the City must complete a Consolidated Plan every three to five years.

**PART I - ANALYSIS OF IMPEDIMENTS TO FAIR HOUSING STUDY PROJECT**  
**SPECIFICATIONS & SCOPE OF WORK**

Impediments to fair housing choice are:

1. Any actions, omissions or decisions taken because of race, color, religion, sex, disability, familial status or national origin which restrict housing choice or the availability of housing choice.
2. Any actions, omissions or decisions that have the effect of restricting housing choice or the availability of housing choice on the basis of race, color, religion, sex, disability, familial status or national origin.

The *Analysis of Impediments to Fair Housing Study* will consist of a comprehensive review of the city's laws, administrative policies, procedures and practices affecting the location, availability and accessibility of housing, as well as an assessment of conditions, both public and private, affecting fair housing choice in Carrollton.

Furthermore, *the Analysis of Impediments to Fair Housing Study* will encompass all of the housing within the jurisdiction and will not be limited to housing assisted or subsidized by the federal, state or local government.

**SCOPE OF WORK**

The Scope of Work for this **Analysis of Impediments to Fair Housing Study** will include both General Requirements (Section A) and specific items as identified in the Work plan (Section B). The Scope of Work is defined as follows:

**A. General Requirements:**

- The Community Services Division of the Environmental Services Department will administer the contract.
- The consultant will conduct the Analysis of Impediments to Fair Housing in accordance with HUD's Fair Housing Planning Guide – Volume 1 and, at a minimum, construct the final document in the format as identified in Chapter 2 – Appendix of the same document
- The final document is to be formatted for ease in reading and comprehension by the average citizen and shall consist of text supported by maps and graphics. Statistical and demographic analysis shall be kept to a minimum in the general body of the final document to ensure ease in readability and comprehension.

**B. Work Plan:**

At a minimum, the following items shall be incorporated into the study and be made part of the final document:

- Community profile of the City of Carrollton,
- Analysis and history of fair housing in Carrollton,
- Review of all applicable Federal, State and local housing laws impacting Carrollton,
- Assessment of community attitudes and education levels on the issue of fair housing through public participation and other research methods,
- Description and analysis of the City's current housing policies, programs and initiatives,
- Review and analysis of potential barriers implied in the city's development policies and ordinances, and
- Identification of impediments, remedies and record keeping recommendations.

Detailed information on recommended sources of information to address the above items is included in Chapter 4 of HUD's *Fair Housing Planning Guide – Volume 1* as identified earlier.

## **PART II. 2019-2023 CONSOLIDATED PLAN PROJECT SPECIFICATIONS & SCOPE OF WORK**

The purpose of the Consolidated Plan is:

1. To identify a jurisdiction's housing and community development needs, priorities, goals and strategies; and
2. To stipulate how funds will be allocated to housing and community development activities.

The Consolidated Plan contains an analysis of demographic and economic conditions in the City, a review of housing conditions and affordability, and an analysis of housing and community development needs, which includes the needs of special population groups (i.e., the elderly, handicapped, etc.). The report is to be easy to use and reference. Existing needs are to be clearly defined and practical solutions described for all readers of the document.

### **SCOPE OF WORK**

The Scope of Work for this *2019-2023 Consolidated Plan* will include both General Requirements (Section A) and specific items as identified in the Work plan (Section B). The Scope of Work is defined as follows:

#### **A. General Requirements:**

- The Community Services Division of the Environmental Services Department will administer the contract.
- The consultant will conduct the Consolidated Plan in accordance with 24 CFR 91 as amended by Emergency Solutions Grant (ESG) ) Interim Rule and Homeless Definition Final Rule.
- The final document is to follow the HUD Consolidated Plan template in the Integrated Disbursement (IDIS) be formatted for ease in reading and comprehension by the average citizen and shall consist of text supported by maps and graphics. Preference would be that the contractor enter the document directly into IDIS. Statistical and demographic analysis shall be kept to minimum in the general body of the final document to ensure ease in readability and comprehension.

#### **B. Work Plan:**

At a minimum, the following items shall be incorporated into the study and be made part of the final document:

- Conducting the public participation process for the Consolidated Plan, including two required public meetings;
- Collecting and analyzing the data required to complete the Housing and Homeless Needs Assessment, the Non-Housing Needs Assessment, the Housing Market Analysis, and the five-year strategic plan;
- Assisting the city with writing its Five-Year Strategic Plan and One-Year Action Plan and setting priorities for such;
- Preparing drafts of the report, reviewing the drafts with city staff and making required revisions; and collecting and assembling all HUD-required components of the report (e.g., certifications), writing and producing the report, assisting with public comments, and working with HUD on any report revisions.

## STANDARD INSTRUCTIONS TO RESPONDENTS

*(applies to both the Fair Housing Study and Consolidated Plan)*

The following standard instructions are offered to interested firms:

- **ELIGIBLE RESPONDENT:** Respondents are limited to those persons or firms qualified and engaged in a full time business and can assume liabilities for any performance or warranty service required.
- **PROFESSIONAL SERVICES CONTRACT:** The successful firm will be required to sign the City of Carrollton's Professional Service Contract. A sample copy of this contract is attached for review. Prior to submission, interested firms should carefully review *Article VII*, which describes the city's insurance requirements.

### **TIMING**

The City will expect to proceed upon the selection of a firm and execution of a contract. It would be the goal of the City to complete the study as soon as logistically possible. Exceptions to this timing request should be noted in your bid response.

### **SUBMITTAL REQUIREMENTS**

*The submission shall also include the following items:*

- **History:** A brief company history including the size of staff.
- **Statement of Qualifications:** A narrative of other statements by the firm of its qualifications for the proposed project.
- **Proposed Project Members:** Names of the personnel to be assigned to the task, their respective titles, experience and period of service with the firm.
- **Availability:** A brief statement of the availability of the designated personnel to the firm to undertake the proposed project.
- **Insurance Affidavit**
- **Time Schedule:** Provide an estimated time frame to complete the proposed work. Include the total number and types of meetings anticipated by the consultant during the course of work.
- **Price Proposal:** Consultant to include all costs related to performance of the services listed. This includes the cost of all meetings to be attended by the consultant and project team members as well as all miscellaneous costs associated with delivery services, computer usage, telephone/fax charges, copying and printing costs of all draft documents for city review and the ten (10) copies of the final report, etc. In addition, the successful firm will provide the city with one camera-ready original and one digital formatted original in a Microsoft compatible format for use in the printing of additional copies.
- **Project Lists:** A list of relevant projects completed by the firm. A list of other governmental/institutional projects completed by the firm.
- **References:** Names and telephone numbers of persons whom the City of Carrollton can contact for references regarding the firm's past performance on similar projects.

**SPECIAL CONDITIONS/QUESTIONNAIRE**

1. **Insurance affidavit form attached must be turned in with your bid.** The form is verification by your insurance company that you will be able to meet the insurance requirements specified in the “Consulting Agreement” if your company is awarded the contract.

Insurance co. Qualification – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A-“ by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

In addition, 2 million aggregate for commercial general liability.

All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City, its officers, agents & employees as additional insureds as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for a least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance; (3) provide a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

2. **The winning vendor will be expected to sign the “Agreement For Professional Services” document attached or a similar agreement. The agreement will be customized to reflect this work, but the main terms of the agreement are not subject to change. Please note that this contract is preliminary and may change. If you or your company has a recommended contract, please submit a copy with your bid response.**
3. **SELECTION PROCESS:** City staff will review all submissions. Furthermore, staff will formulate a “short list” and interview the firms on the short list. Once interviews and reference checks on the firms on the short list are complete, a firm will be selected and awarded the project. If a satisfactory contract cannot be negotiated with that firm, the City will formally end negotiations with that firm and may select the next most favored provider and attempt to negotiate with that firm.
4. The City of Carrollton reserves the right to amend, alter or otherwise change the above described selection process or any part, provision, or condition thereof, at any time. In addition, the City of Carrollton reserves the right to accept or reject any proposal or any part thereof or any combination of proposals and waive any or all formalities.
5. Firms interested in this project shall submit **five (5) copies** of the above requested information no later than **3:30 p.m. on February 21, 2019** to the address and contact person listed on page #3.
6. The RFP will be evaluated based on the following criteria:

<b>Experience and references</b> .....	<b>35%</b>
<b>Reporting/reporting flexibility</b> .....	<b>25%</b>
<b>Price</b> .....	<b>20%</b>
<b>Administrative flexibility</b> .....	<b>20%</b>



# REFERENCES

Please list at least three references of governments, individuals or companies that have used your services. Use additional pages as needed.

1. \_\_\_\_\_  
COMPANY NAME OR CONTACT PERSON

\_\_\_\_\_

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

\_\_\_\_\_

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

\_\_\_\_\_

SERVICES USED/ BUINESS RELATIONSHIP/STATUS OF RELATIONSIP

\_\_\_\_\_

2. \_\_\_\_\_  
COMPANY NAME OR CONTACT PERSON

\_\_\_\_\_

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

\_\_\_\_\_

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

\_\_\_\_\_

SERVICES USED/ BUINESS RELATIONSHIP/STATUS OF RELATIONSIP

\_\_\_\_\_

3. \_\_\_\_\_  
COMPANY NAME OR CONTACT PERSON

\_\_\_\_\_

STREET ADDRESS	CITY	STATE	ZIP
----------------	------	-------	-----

\_\_\_\_\_

CONTACT PERSON	TELEPHONE NUMBER
----------------	------------------

\_\_\_\_\_

SERVICES USED/ BUINESS RELATIONSHIP/STATUS OF RELATIONSIP

\_\_\_\_\_

## **CONFLICT OF INTEREST QUESTIONNAIRE**

Chapter 176 of the Texas Local Government Code requires any Vendor or person considering doing business with a local government entity to disclose in the Questionnaire Form CIQ, the Vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the City Secretary of the City of Carrollton not less than the seventh business day after the person becomes aware of facts that require the statement to be filed.

The conflict of Interest Questionnaire must be completed and returned with your bid if a Vendor or its agent has a conflict pursuant to Chapter 176.

It is the responsibility of every Vendor filling out and returning this bid to determine if there is a conflict meeting the parameters of the state law. If so, **the City of Carrollton requires that this Questionnaire be completed and turned in with your bid.** If there is no conflict pursuant to the provisions of Chapter 176 then you are not required to submit the Questionnaire with your bid. In addition to the foregoing, after the submission of a bid a Vendor must file a questionnaire if the Vendor becomes aware of facts or an event that would constitute a conflict pursuant to state law, or if the facts or event would make a statement in a previously filed questionnaire incomplete or inaccurate.

See Section 176.006, Local Government Code which reads, "A person commits an offense if the person violated Section 176.006, Local Government Code. An offense under this section is:

- (1) A Class C misdemeanor if the contract amount is less than \$1 million or if there is no contract amount for the contract;
- (2) A Class B misdemeanor if the contract amount is at least \$1 million but less than \$5 million; or
- (3) A Class A misdemeanor if the contract amount is at least \$5 million.

The governing body of a local governmental entity may, at its discretion, declare a contract void if the governing body determines that a Vendor failed to file a conflict of interest questionnaire required by Section 176.006.

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

**FORM CIQ**

**This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.**  
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).  
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.  
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

**OFFICE USE ONLY**

Date Received

**1 Name of vendor who has a business relationship with local governmental entity.**

**2**  **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

**3 Name of local government officer about whom the information is being disclosed.**

\_\_\_\_\_  
 Name of Officer

**4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes  No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes  No

**5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.**

**6**  Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

**7**

\_\_\_\_\_  
 Signature of vendor doing business with the governmental entity

\_\_\_\_\_  
 Date

**CONFLICT OF INTEREST QUESTIONNAIRE**  
**For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## CERTIFICATE OF INTERESTED PARTIES

Section 2252.908 of the Texas Government Code requires your firm to submit a Form 1295 (Certificate of Interested Parties attached) through the Texas Ethics Commission's website, and a notarized original form as printed from the website to the City prior to approval of the contract. More information can be found at the following links:

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm).

[https://www.ethics.state.tx.us/whatsnew/FAQ\\_Form1295.html](https://www.ethics.state.tx.us/whatsnew/FAQ_Form1295.html)

**Once bid evaluations take place by city staff, you will be notified that an award to your company is pending and that this form is mandatory. You will need to provide this form, filled out and filed with the state of Texas Ethics Committee, to the City and DART before City Council and DART Board of Directors, as applicable, before approval can be considered.**

**You can fill out the form online, get a certificate number, and that number goes in the upper right box.**

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no Interested Party.

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address \_\_\_\_\_ (street) \_\_\_\_\_ (city) \_\_\_\_\_ (state) \_\_\_\_\_ (zip code) \_\_\_\_\_ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
 (month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

THE STATE OF TEXAS §

**Consultant Contract**

COUNTY OF DALLAS §

with \_\_\_\_\_

THIS CONTRACT is entered into on this \_\_\_ day of \_\_\_\_\_ 201\_, by and between the **CITY OF CARROLLTON, TEXAS**, a municipal corporation located in Dallas County, Texas, (hereinafter referred to as “City”), acting by and through its City Manager or his designee, and \_\_\_\_\_ (“hereinafter referred to as “Consultant”) whose address is \_\_\_\_\_.

W I T N E S S E T H:

WHEREAS, City seeks to obtain consulting services for \_\_\_\_\_; and

WHEREAS, Consultant is a consulting agency and is willing to undertake the performance of such services for City in exchange for fees hereinafter specified; NOW, THEREFORE,

THAT IN CONSIDERATION of the covenants and agreements hereinafter contained and subject to the terms and conditions hereinafter stated, the parties hereto do mutually agree as follows:

**I.**

**Employment of Consultant**

Consultant will perform as an independent contractor all services under this Contract to the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the consulting professions, both public and private, currently practicing in the same locality under similar conditions including but not limited to the exercise of reasonable, informed judgments and prompt, timely action. If Consultant is representing that it has special expertise in one or more areas to be utilized in this Contract, then Consultant agrees to perform those special expertise services to the appropriate local, regional and national professional standards.

## II.

### Scope of Services

Consultant shall perform such services as are necessary to \_\_\_\_\_, specifically including, but not necessarily limited to, the tasks enumerated more fully in Attachment “A” hereto entitled “Scope of Work” (hereafter referred to as the “Project”). Attachment “A” is hereby incorporated herein by reference and made a part hereof as if written word for word. However, in case of conflict in the language of Attachment “A” and this Contract, the terms and conditions of this Contract shall be final and binding upon both parties hereto.

## III.

### Payment for Services

Total payment for services described herein shall be a sum not to exceed \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_.00). This total payment for services includes Consultant’s ordinary expenses. Additional expenses, which are extraordinary in nature, shall be approved in advance by City in writing signed by the parties. Such extraordinary expenses may be paid as incurred and billed to the City pursuant to this Contract over and above the total payment amount identified in this provision. Any extraordinary expenses not approved in writing in advance by the City shall remain the sole responsibility of the Consultant.

Consultant will bill City in accordance with Attachment “B”; provided however that this Contract shall control in the event of any conflict between the language in Attachment “B” and the language in this Contract. If additional services, trips or expenses are requested, Consultant will not provide such additional services until authorized by City in writing to proceed. The scope of services shall be strictly limited. City shall not be required to pay any amount in excess of the amount identified in the preceding paragraph unless City shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts.

Nothing contained in this Contract shall require City to pay for any work that is unsatisfactory as determined by City or which is not submitted in compliance with the terms of this Contract, nor shall failure to withhold payment pursuant to the provisions of this section constitute a waiver of any right, at law or in equity, which City may have if Consultant is in default, including the right to bring legal action for damages or for specific performance of this Contract. Waiver of any default under this Contract shall not be deemed a waiver of any subsequent default.

#### IV.

#### **Revisions of the Scope of Services**

City reserves the right to revise or expand the scope of services after due approval by City as City may deem necessary, but in such event City shall pay Consultant equitable compensation for such services. In any event, when Consultant is directed to revise or expand the scope of services under this Section of the Contract, Consultant shall provide City a written proposal for the entire costs involved in performing such additional services. Prior to Consultant undertaking any revised or expanded services as directed by City under this Contract, City must authorize in writing the nature and scope of the services and accept the method and amount of compensation and the time involved in all phases of the Project.

It is expressly understood and agreed by Consultant that any compensation not specified in Paragraph III herein above may require Carrollton City Council approval and is subject to the current budget year limitations.

#### V.

#### **Term**

This Contract shall begin on the date first written above, and shall terminate when City has approved the Project as being final or otherwise terminates this Contract as provided herein.

#### VI.

#### **Contract Termination Provision**

This Contract may be terminated at any time by City for any cause by providing Consultant thirty (30) days written notice of such termination. Upon receipt of such notice, Consultant shall immediately terminate working on, placing orders or entering into contracts for supplies, assistance, facilities or materials in connection with this Contract and shall proceed to promptly cancel all existing contracts insofar as they are related to this Contract.

## VII.

### Ownership of Documents

All materials and documents prepared or assembled by Consultant under this Contract shall become the sole property of City and shall be delivered to City without restriction on future use. Consultant may retain in its files copies of all drawings, specifications and all other pertinent information for the work. Consultant shall have no liability for changes made to any materials or other documents by others subsequent to the completion of the Contract.

## VIII.

### Insurance Requirements

- A. Before commencing work, Consultant shall, at its own expense, procure, pay for and maintain during the term of this Contract the following insurance written by companies approved by the state of Texas and acceptable to the City. Consultant shall furnish to the City of Carrollton Engineering Director certificates of insurance executed by the insurer or its authorized agent stating coverages, limits, expiration dates and compliance with all applicable required provisions. Certificates shall reference the project/contract number and be provided to the City.
1. Commercial General Liability insurance, including, but not limited to Premises/Operations, Personal & Advertising Injury, Products/Completed Operations, Independent Contractors and Contractual Liability, with minimum combined single limits of \$1,000,000 per-occurrence, \$1,000,000 Products/Completed Operations Aggregate and \$1,000,000 general aggregate. Coverage must be written on an occurrence form. The General Aggregate shall apply on a per project basis.
  2. Workers' Compensation insurance with statutory limits; and Employers' Liability coverage with minimum limits for bodily injury: a) by accident, \$100,000 each accident, b) by disease, \$100,000 per employee with a per policy aggregate of \$500,000.
  3. Business Automobile Liability insurance covering owned, hired and non-owned vehicles, with a minimum combined bodily injury and property damage limit of \$1,000,000 per occurrence.
  4. Professional Liability Insurance to provide coverage against any claim which the consultant and all consultants engaged or employed by the consultant become legally obligated to pay as damages arising out of the performance of professional services caused by error, omission or negligent act with minimum limits of \$2,000,000 per claim, \$2,000,000 annual aggregate.

**NOTE:** If the insurance is written on a claims-made form, coverage shall be continuous (by renewal or extended reporting period) for not less than *thirty-six (36) months* following completion of the contract and acceptance by the City of Carrollton.

- B. With reference to the foregoing required insurance, the consultant shall endorse applicable insurance policies as follows:
1. A waiver of subrogation in favor of City of Carrollton, its officials, employees, and officers shall be contained in the Workers' Compensation insurance policy.
  2. The City of Carrollton, its officials, employees and officers shall be named as additional insureds on the Commercial General Liability policy, by using endorsement CG2026 or broader.
  3. All insurance policies shall be endorsed to the effect that City of Carrollton will receive at least thirty (30) days' notice prior to cancellation, non-renewal, termination, or material change of the policies.
  4. All insurance shall be purchased from an insurance company that meets a financial rating of B+VI or better as assigned by A.M. Best Company or equivalent.

## **IX.**

### **Right to Inspect Records**

Consultant agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Contract. Consultant agrees that City shall have access

during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. City shall give Consultant reasonable advance notice of intended audits.

Consultant further agrees to include in subcontract(s), if any, a provision that any subcontractor or engineer agrees that City shall have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or sub-contractor involving transactions to the subcontract, and further, that City shall have access during normal working hours to all such engineer or sub-contractor facilities and shall be provided adequate and appropriate work space, in order to

conduct audits in compliance with the provisions of the paragraph. City shall give any such engineer or sub-contractor reasonable advance notice of intended audits.

**X.**

**Successors and Assigns**

City and Consultant each bind themselves and their successors, executors, administrators and assigns to the other party to this contract and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this Contract. Neither City nor Consultant shall assign or transfer its interest herein without the prior written consent of the other.

**XI.**

**Consultant's Liability**

Acceptance of the final plans by the City shall not constitute nor be deemed a release of the responsibility and liability of Consultant, its employees, associates, agents or consultants for the accuracy and competency of their designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work; nor shall such acceptance be deemed an assumption of responsibility by City for any defect in the designs, working drawings, specifications or other documents and work prepared by said Consultant, its employees, associates, agents or sub-consultants.

**XII.**

**INDEMNIFICATION**

**CONSULTANT DOES HEREBY COVENANT AND CONTRACT TO WAIVE ANY AND ALL CLAIMS, RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CITY, ITS CITY COUNCIL, OFFICERS, EMPLOYEES, AND AGENTS, IN BOTH THEIR PUBLIC AND PRIVATE CAPACITIES, FROM AND AGAINST ALL LIABILITY, CAUSES OF ACTION, CITATIONS, CLAIMS, COSTS, DAMAGES, DEMANDS, EXPENSES, FINES, JUDGMENTS, LOSSES, PENALTIES OR SUITS, WHICH IN ANY WAY ARISE OUT OF, RELATE TO, OR RESULT FROM CONSULTANT'S PERFORMANCE UNDER THIS CONTRACT OR WHICH ARE CAUSED BY THE INTENTIONAL WRONGFUL ACTS OR NEGLIGENT ACTS OR**

**OMISSIONS OF CONSULTANT, ITS SUBCONTRACTORS, ANY OFFICERS, AGENTS OR EMPLOYEES OF EITHER CONSULTANT OR ITS SUBCONTRACTORS, AND ANY OTHER THIRD PARTIES FOR WHOM OR WHICH CONSULTANT IS LEGALLY RESPONSIBLE (THE “INDEMNIFIED ITEMS”) SUBJECT TO THE LIMITATIONS IN TEXAS LOCAL GOVERNMENT CODE § 271.904 (A) AND TEXAS CIVIL PRACTICE AND REMEDIES CODE, § 130.002 (B).**

**BY WAY OF EXAMPLE, THE INDEMNIFIED ITEMS MAY INCLUDE PERSONAL INJURY AND DEATH CLAIMS AND PROPERTY DAMAGE CLAIMS, INCLUDING THOSE FOR LOSS OF USE OF PROPERTY.**

**INDEMNIFIED ITEMS SHALL INCLUDE ATTORNEYS’ FEES AND COSTS, COURT COSTS, AND SETTLEMENT COSTS. INDEMNIFIED ITEMS SHALL ALSO INCLUDE ANY EXPENSES, INCLUDING ATTORNEYS’ FEES AND EXPENSES, INCURRED BY AN INDEMNIFIED INDIVIDUAL OR ENTITY IN ATTEMPTING TO ENFORCE THIS INDEMNITY.**

In its sole discretion, the City shall have the right to approve counsel to be retained by Consultant in fulfilling its obligation to defend and indemnify the City. Consultant shall retain approved counsel for the City within seven (7) business days after receiving written notice from the City that it is invoking its right to indemnification under this Contract. If Consultant does not retain counsel for the City within the required time, then the City shall have the right to retain counsel and the Consultant shall pay these attorneys’ fees and expenses. The City retains the right to provide and pay for any or all costs of defending indemnified items, but it shall not be required to do so.

### **XIII.**

#### **Independent Contractor**

Consultant’s status shall be that of an Independent Contractor and not an agent, servant, employee or representative of City in the performance of this Contract. No term or provision of or act of Consultant or City under this Contract shall be construed as changing that status. Consultant will have exclusive control of and the exclusive right to control the details of the work performed hereunder, and shall be liable for the acts and omissions of its officers, agents, employees, contractors, subcontractors and engineers and the doctrine of respondeat superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Consultant.

## XIV.

### Default

If at any time during the term of this Contract, Consultant shall fail to commence the work in accordance with the provisions of this Contract or fail to diligently provide services in an efficient, timely and careful manner and in strict accordance with the provisions of this Contract or fail to use an adequate number or quality of personnel to complete the work or fail to perform any of its obligations under this Contract, then City shall have the right, if Consultant shall not cure any such default after thirty (30) days written notice thereof, to terminate this Contract. Any such act by City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy due to Consultant's nonperformance under this Contract, the cost to City to complete the work to be performed under this Contract is in excess of that part of the Contract sum which has not theretofore been paid to Consultant hereunder, Consultant shall be liable for and shall reimburse City for such excess. Consultant's liability under this provision shall be limited to the total dollar amount of this Contract.

City's remedies for Consultant's default or breach under this Contract shall be limited to one or more of the following remedies which may be exercised separately or in combination at City's sole exclusive choice:

- (a) Specific performance of the Contract;
- (b) Re-performance of this Contract at no extra charge to City; or,
- (c) Monetary damages in an amount not to exceed the greater of:
  - (1) The amount of any applicable insurance coverage Consultant is required to purchase and maintain under this Contract plus any deductible amount to be paid by Consultant in conjunction with said coverage regardless of whether Consultant has actually purchased and maintained said coverage; or,
  - (2) The total dollar amount of this Contract.

The terms of Sections XII entitled Indemnification, and XVII entitled Confidential Information shall survive termination of this Contract.

**XV.**

**Changes**

City may, from time to time, require changes in the scope of services to be performed under this Contract. Such changes as are mutually agreed upon by and between City and Consultant shall be incorporated by written modification to this Contract.

**XVI.**

**Conflict of Interest**

Consultant covenants and agrees that Consultant and its associates and employees will have no interest, and will acquire no interest, either direct or indirect, which will conflict in any manner with the performance of the services called for under this Contract. All activities, investigations and other efforts made by Consultant pursuant to this Contract will be conducted by employees, associates or subcontractors of Consultant.

**XVII.**

**Confidential Information**

Consultant hereby acknowledges and agrees that its representatives may have access to or otherwise receive information during the furtherance of its obligations in accordance with this Contract, which is of a confidential, non-public or proprietary nature. Consultant shall treat any such information received in full confidence and will not disclose or appropriate such Confidential Information for its own use or the use of any third party at any time during or subsequent to this Contract. As used herein, "Confidential Information" means all oral and written information concerning City of Carrollton, its affiliates and subsidiaries, and all oral and written information concerning City or its activities, that is of a non-public, proprietary or confidential nature including, without limitation, information pertaining to customer lists, services, methods, processes and operating procedures, together with all analyses, compilation, studies or other documents, whether prepared by Consultant or others, which contain or otherwise reflect such information. The term "Confidential Information" shall not include such materials that are or become generally available to the public other than as a result of disclosure of Consultant, or are required to be disclosed by a governmental authority.

**XVIII.**

**Mailing Address**

All notices and communications under this Contract to be mailed to City shall be sent to the address of City's agent as follows, unless and until Consultant is otherwise notified:

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City of Carrollton

Post Office Box 110535

Carrollton, Texas 75011.

Notices and communications to be mailed or delivered to Consultant shall be sent to the address of Consultant as follows, unless and until City is otherwise notified:

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Any notices and communications required to be given in writing by one party to the other shall be considered as having been given to the addressee on the date the notice or communication is posted, faxed or personally delivered by the sending party.

**XIX.**

**Applicable Law**

The Contract is entered into subject to the Carrollton City Charter and ordinances of City, as same may be amended from time to time, and is subject to and is to be construed, governed and enforced under all applicable State of Texas and federal laws. Consultant will make any and all reports required per federal, state or local law including, but not limited to, proper reporting to the Internal Revenue Service, as required in accordance with Consultant's income. Situs of this Contract is agreed to be Dallas County, Texas, for all purposes, including performance and execution.

**XX.**

**Severability**

If any of the terms, provisions, covenants, conditions or any other part of this Contract are for any reason held to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants, conditions or any other part of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**XXI.**

**Remedies**

No right or remedy granted herein or reserved to the parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this Contract may be waived without written consent of the parties. Forbearance or indulgence by either party shall not constitute a waiver of any covenant or condition to be performed pursuant to this Contract.

**XXII.**

**Entire Agreement**

This Contract embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporaneous agreements between the parties relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties.

**XXIII.**

**Non-Waiver**

It is further agreed that one (1) or more instances of forbearance by City in the exercise of its rights herein shall in no way constitute a waiver thereof.

**XXIV.**

**Headings**

The headings of this Contract are for the convenience of reference only and shall not affect any of the terms and conditions hereof in any manner.

**XXV.**

**Venue**

The parties to this Contract agree and covenant that this Contract will be enforceable in Carrollton, Texas; and that if legal action is necessary to enforce this Contract, exclusive venue will lie and remain in Dallas County, Texas.

**XXVI.**

**No Third Party Beneficiary**

For purposes of this Contract, including its intended operation and effect, the parties (City and Consultant) specifically agree and contract that: (1) the Contract only affects matters/disputes between the parties to this Contract, and is in no way intended by the parties to benefit or otherwise affect any third person or entity notwithstanding the fact that such third person or entity may be in contractual relationship with City or Consultant or both; and (2) the terms of this Contract are not intended to release, either by contract or operation of law, any third person or entity from obligations owing by them to either City or Consultant.

IN WITNESS WHEREOF, the parties hereto have set their hands by their representatives duly authorized on the day and year first written above.

**CITY OF CARROLLTON**

By: \_\_\_\_\_

Erin Rinehart

City Manager

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

ATTEST:

\_\_\_\_\_

Laurie Garber

City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_

Meredith A. Ladd

City Attorney

\_\_\_\_\_

(Consultant's Name)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

THE STATE OF TEXAS §

COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of, \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_  
\_\_\_\_\_ in his capacity as \_\_\_\_\_ of \_\_\_\_\_  
\_\_\_\_\_, a \_\_\_\_\_ Corporation, known to me to be the person whose  
name is subscribed to the foregoing instrument, and acknowledged that he executed the same on behalf  
of and as the act of \_\_\_\_\_.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE \_\_\_\_\_

DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public \_\_\_\_\_ County, Texas

My commission expires \_\_\_\_\_