

CITY OF FORT WORTH, TEXAS
STANDARD AGREEMENT FOR GENERAL PROFESSIONAL SERVICES

This agreement (“Agreement”) is between the City of Fort Worth, a Texas home-rule municipality (“City”), and 360 Clarus, LLC, authorized to do business in Texas (“Consultant”), for a project generally described as: Stormwater Technical Assistance (“Project”) – Project No. SWS-094.

Article I
Scope of Services

- (1) Consultant hereby agrees to perform professional services as set forth in this Agreement and the Scope of Services, attached hereto as Attachment “A” (“Services”). These Services shall be performed in connection with the Project.
- (2) Additional services, if any, will be memorialized by an amendment to this Agreement.
- (3) All reports, whether partial or complete, prepared under this Agreement, including any original drawings or documents, whether furnished by City, its officers, agents, employees, consultants, or contractors, or prepared by Consultant, shall be or become the property of City, and shall be furnished to the City, prior to or at the time such services are completed, or upon termination or expiration of Agreement.

Article II
Compensation

Consultant shall be compensated an amount up to \$300,000.00 (“Contract Amount”) in accordance with the Fee Schedule shown in Attachment “B”. Payment shall be considered full compensation for all labor (including all benefits, overhead and markups), materials, supplies, and equipment necessary to complete the Services.

Consultant shall provide monthly invoices to City. Payments for services rendered shall be made in accordance with the Texas Prompt Payment Act (Texas Government Code Ch. 2251).

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

Article III
Term

Time is of the essence. The term of this Agreement shall commence on the Effective Date and shall continue until the expiration of the funds or completion of the subject matter pursuant to

the schedule, whichever occurs first, unless terminated in accordance with the terms of this Agreement. Unless specifically otherwise amended, the original term shall not exceed five years from the original effective date.

Article IV Independent Contractor

Consultant shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of City. Consultant shall have exclusive control of and the exclusive right to control the details of the work to be performed hereunder and of all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors. The doctrine of *respondeat superior* shall not apply as between City and 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

Work performed by Consultant shall comply in all aspects with all applicable local, state and federal laws and with all applicable, standards, codes, rules and/or regulations promulgated by local, state and national boards, bureaus and agencies. Approval to proceed by City of Consultant's work or work product 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 performance of the Services.

Article VI Indemnification

CONSULTANT, AT NO COST TO THE CITY, AGREES TO INDEMNIFY AND HOLD CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO CONSULTANT'S BUSINESS AND ANY RESULTING LOST PROFITS) AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO, ARISE OUT OF OR BE OCCASIONED BY CONSULTANT'S BREACH OF (i) ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF CONSULTANT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS (OTHER THAN THE CITY) OR SUBCONTRACTORS RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT. THIS SECTION SHALL SURVIVE ANY TERMINATION OR EXPIRATION OF THIS AGREEMENT.

**Article VII
Insurance**

Consultant shall not commence work under this Agreement until it has obtained all insurance required under Attachment F and City has approved such insurance.

**Article VIII
Force Majeure**

City and Consultant shall exercise their best efforts to meet their respective duties and obligations as set forth in this Agreement, but shall not be held liable for any delay or omission in performance due to force majeure or other causes beyond their reasonable control, including, but not limited to: acts of the public enemy, fires, strikes, lockouts, natural disasters, epidemics/pandemics, wars, riots, material or labor restrictions by any governmental authority and/or any other similar causes.

**Article IX
Transfer or Assignment**

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

**Article X
Termination of Contract**

- (1) City may terminate this Agreement for convenience by providing written notice to Consultant at least 30-days prior to the date of termination, unless Consultant agrees in writing to an earlier termination date.
- (2) Either City or Consultant may terminate this Agreement for cause if either party fails to substantially perform, through no fault of the other and the nonperforming party does not commence correction of such nonperformance within 5 days after receipt of written notice or thereafter fails to diligently pursue the correction to completion.
- (3) If City chooses to terminate this Agreement, upon receipt of notice of termination by Consultant, Consultant shall discontinue Services on the date such termination is effective. City shall compensate Consultant for such services rendered based upon Article II of this Agreement and in accordance with Exhibit "B".

**Article XI
Right to Audit**

- (1) Consultant agrees that City shall, until the expiration of three (3) years after final payment under Agreement, have access to and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to Agreement. Consultant agrees that 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 subcontractor agrees that City shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor(s), involving transactions to the subcontract, and further, that City shall have access during normal working hours to all subcontractor facilities, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this article. City shall give Consultant and any subcontractor reasonable advance notice of intended audit.
- (3) Consultant and subcontractor(s) agree to photocopy such documents as may be requested by City. 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 XII Business Equity Participation

City has goals for the full and equitable participation of minority business and/or women business enterprises in City contracts greater than \$100,000. In accordance with City's Business Equity Ordinance No. 25165-10-2021 (replacing Ordinance No. 24534-11-2020, as codified in Chapter 20, Article X of the City's Code of Ordinances, as amended, and any relevant policy or guidance documents), Consultant acknowledges the MBE and WBE goals established for Agreement and its execution of this Agreement is Consultant's written commitment to meet the prescribed MBE and WBE participation goals. Any misrepresentation of facts (other than a negligent misrepresentation) and/or the commission of fraud by Consultant may result in the termination of Agreement and debarment from participating in City contracts for a period of time of not less than three (3) years.

Article XIII 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 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 or its subcontractor(s).

Article XIV
Immigration Nationality Act

Consultant shall verify the identity and employment eligibility of its employees and employees of all subcontractor(s) who perform work under Agreement, including completing the Employment Eligibility Verification Form (I-9). Upon request by City, Consultant shall provide City with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under Agreement. Consultant shall adhere to all Federal and State laws as well as establish appropriate procedures and controls so that no services will be performed by any Consultant employee who is not legally eligible to perform such services. **CONSULTANT SHALL INDEMNIFY CITY AND HOLD CITY HARMLESS FROM ANY PENALTIES, LIABILITIES, OR LOSSES DUE TO VIOLATIONS OF THIS PARAGRAPH BY CONSULTANT, CONSULTANT'S EMPLOYEES, SUBCONTRACTORS, AGENTS, OR LICENSEES.** City, upon written notice to Consultant, shall have the right to immediately terminate Agreement for violations of this provision by Consultant.

Article XV
Venue and Jurisdiction

If any action, whether real or asserted, at law or in equity, arises on the basis of any provision of 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. Agreement shall be construed in accordance with the laws of the State of Texas.

Article XVI
Contract Construction/No Waiver

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

The failure of City or Consultant to insist upon the performance of any term or provision of this Agreement or to exercise any right granted herein shall not constitute a waiver of City's or Consultant's respective right to insist upon appropriate performance or to assert any such right on any future occasion.

Article XVII
Severability

The provisions of Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of 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 Agreement and the application of such word, phrase, clause, sentence, paragraph, section, or other part of Agreement to other persons or circumstances shall not be affected thereby and Agreement shall be construed as if such invalid or unconstitutional portion had never been contained therein.

Article XVIII Notices

Notices regarding Articles IX or X are to be provided 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: Clair Davis, P.E., CFM
T/PW Stormwater Management
200 Texas Street
Fort Worth, Texas 76102

Consultant:

360 Clarus, LLC.
Attn: Michael Crenshaw, P.E., CFM
4660 Cedarview Drive
Fort Worth, Texas 76123

All other notices may be provided as described above or via electronic means.

Article XIX Prohibition On Contracts With Companies Boycotting Israel

Consultant, unless a sole proprietor, acknowledges that in accordance with Chapter 2271 of the Texas Government Code, if Consultant has 10 or more full time-employees and the contract value is \$100,000 or more, the City is prohibited from entering into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. The terms “boycott Israel” and “company” shall have the meanings ascribed to those terms in Section 808.001 of the Texas Government Code. **By signing this contract, Consultant certifies that Consultant’s signature provides written verification to the City that if Chapter 2271, Texas Government Code applies, Consultant: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract.**

Article XX
Prohibition on Boycotting Energy Companies

Consultant acknowledges that in accordance with Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2), the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more, which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of the contract. The terms “boycott energy company” and “company” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 13, § 2). **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Consultant certifies that Consultant’s signature provides written verification to the City that Consultant: (1) does not boycott energy companies; and (2) will not boycott energy companies during the term of this Agreement.**

Article XXI
Prohibition on Discrimination Against Firearm and Ammunition Industries

Consultant acknowledges that except as otherwise provided by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1), the City is prohibited from entering into a contract for goods or services that has a value of \$100,000 or more which will be paid wholly or partly from public funds of the City, with a company (with 10 or more full-time employees) unless the contract contains a written verification from the company that it: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate during the term of the contract against a firearm entity or firearm trade association. The terms “discriminate,” “firearm entity” and “firearm trade association” have the meaning ascribed to those terms by Chapter 2274 of the Texas Government Code (as added by Acts 2021, 87th Leg., R.S., S.B. 19, § 1). **To the extent that Chapter 2274 of the Government Code is applicable to this Agreement, by signing this Agreement, Consultant certifies that Consultant’s signature provides written verification to the City that Consultant: (1) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.**

Article XXII
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 Agreement.

Article XXIII
Attachments, Schedules and 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.

The following attachments and schedules are hereby made a part of Agreement:

- Attachment A - Scope of Services
- Attachment B – Compensation
- Attachment C - Changes to Agreement
- Attachment D - Project Schedule
- Attachment E - Location Map
- Attachment F – Insurance Requirements

Duly executed by each party's designated representative to be effective on the date subscribed by the City's designated Assistant City Manager.

BY:
CITY OF FORT WORTH

BY:
CONSULTANT
360 Clarus, LLC.



Dana Burghdoff
Assistant City Manager

Michael Crenshaw, P.E., CFM
Manager

Date: _____

Date: June 2, 2022

ATTEST:

Jannette Goodall
City Secretary

APPROVAL RECOMMENDED:

By: _____
William M. Johnson
Director, Transportation & Public Works

APPROVED AS TO FORM AND LEGALITY Form 1295 No. 2022-894318

By: _____
Douglas W Black
Sr. Assistant City Attorney

M&C No.: _____

M&C Date: _____

Contract Compliance Manager:

By signing, I acknowledge that I am the person responsible for the monitoring and administration of this contract, including ensuring all performance and reporting requirements.

Clair Davis, P.E., CFM

ATTACHMENT "A"

Scope for Stormwater Technical Assistance related Professional Services

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. Under this scope, "ENGINEER" is expanded to include any sub-consultant, including surveyor, employed or contracted by the ENGINEER. Under this scope, "CITY" is expanded to include the City of Fort Worth Project Manager and/ or their representatives or designees.

OBJECTIVE

The objective of the work to be performed under this Task Order Agreement is to provide stormwater technical assistance to various tasks as defined in the list of work items identified in the section below. The particular goals and objectives of each task will be identified in a task order agreement to be developed for each task.

A. This contract provides for professional services through a number of Task Order assignments on an as-needed basis. Some of these task orders may be urgent in nature and a rapid response capability is required.

B. These services may include, but are not limited to, the following:

1. Technical Project Management

- Scope and level of effort reviews – Provide technical assistance and project management assistance in the review of scope and level of effort for project development, public infrastructure reviews, and associated tasks typical of City project management and study reviews.
- Study Meetings - Participate in study meetings and provide feedback regarding study goals and scope from a technical perspective. Offer organizational advice, technical review assistance, and feedback regarding expected deliverables. Meetings are typically held at the 30%, 60% and 90% study milestones. These meetings might include City staff, consultants, and/or outside agencies such as adjacent cities, counties, the USACE, etc.
- Technical Reviews - Review study deliverables including study data, models, reports, and digital data. Deliverables will be reviewed at project submittal milestones, typically 30%, 60% and 90%. Reviews will include documenting technical modeling comments related to current City established modeling standards. Reports and digital data will be reviewed for consistency and completeness.
- Project Approach and Coordination - Provide oversight to ensure consistent approach and coordination across stormwater studies. Studies should utilize existing available technical data and seek to inform future capital decisions and budget efforts.

2. Model Library and Data Standards

- Model Library – Coordinate with city staff regarding a model library for open channel studies, complex urban stormdrain system models, specifically for models developed using InfoWorks and XPSWMM (two-dimensional models) and future updates.
- Develop Model Data Standards – Advise and assist city staff in the development of modeling standards to be used by consultants that prepare models for complex urban stormdrain analysis.
- Model Update Process - Coordinate process to update stormwater models in ICM and provide QAQC of updated models.
- Study Data - Develop a process for consultants to provide model data without loss of quality/detail from the InfoWorks and XPSWMM models.

3. Stormwater Technical Reports and Models

- Technical Reports – Assist city staff in the evaluation of model reports and study data submissions relating to the existing or proposed private & public infrastructure plans.
- Model Checklists – Assist city staff in the development of various guidance and checklists to assist in establishing consistent review standards. Guidance and checklists will be utilized by City staff to aid in the review of models and reports. These are not expected to be specific for each software, but generally applicable to modeling tasks and deliverables. Checklists could include evaluation of the following:
 - i. Data Collection
 - ii. Hydrologic Modeling Parameters
 - iii. Hydraulic Modeling
 1. 1-Dimensional Modeling (steady and unsteady)
 2. 2-Dimensional Modeling
 - iv. Floodplain Mapping
 - v. Report
 - vi. Digital Data
- Flood Risk Models – Assist city staff in the development, review and management of flood risk model development, reports, deliverables and publishing. This includes the development and review of potential high water area models and mapping, web presentation of flood risk data products.

4. Modeling Standards

- GIS Data - Develop modeling standards in conjunction with GIS data delivery requirements for models and modeling data or results.
- Phases of Modeling - Modeling standards for the various phases of effort should be considered (existing conditions, proposed alternatives, pre-CIP evaluation, final-CIP proposed conditions)

5. Stormwater GIS Data Interaction & Standards

- Study Data Interaction & Standards – Coordinate with City Stormwater GIS for revision, incorporation or updates to stormwater related GIS data, study data development and study data delivery.
- Data Delivery – Define the required GIS data layers that should be submitted by consultants performing studies for the City and develop a template geodatabase schema that the consultants can use for data delivery.
- GIS Data Feedback – Develop a workflow that defines how consultants should submit feedback to the City for identified issues found in the source data provided by the City at the beginning of a new stormwater study, this workflow will include requirements for timely identification of errors so that the City can update their baseline GIS dataset.

6. Training and Workshops

- Develop Training Material - Develop training material to aid city staff in the review of complex urban flood modeling software to be used in a training workshop for city staff.
- Conduct Training - Conduct training sessions (number to be determined) with city staff on basic model principles and basic review of InfoWorks and XPSWMM models.
- Stages of Training – It may be of interest to prepare two levels of materials for Stage 1 training (basics) and Stage 2 training for more advanced issues.

7. Floodplain & Stormwater Staff Direct Assistance

- Direct Staff Assistance – Provide direct staff assistance to Floodplain and Stormwater staff for areas of model development, project management, development review, project development, and technical reviews.

C. Task orders will be initiated by the CITY and may include all or a portion of the services listed above. Prior to the execution of any task orders the specific scope of services and associated fees will be provided to the city.

WORK TO BE PERFORMED

Because of great variation in the type of tasks, the Scope of Work, Deliverables, Compensation, and Schedule are to be negotiated for each individual Task Order independently. Authorization to proceed is given by signature of the City's Project Manager.

Compensation is based on time and materials using the rate sheet provided as Attachment "B" to this contract.

ADDITIONAL SERVICES NOT INCLUDED IN THE EXISTING SCOPE OF SERVICES

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:

- Services related to warranty claims, enforcement and inspection after final completion.
- Services to support, prepare, document, bring, defend, or assist in litigation undertaken or defended by the CITY.
- Performance of miscellaneous and supplemental services related to the project as requested by the CITY.

**ATTACHMENT B
COMPENSATION**

**Design Services for
Stormwater Technical Assistance
City Project No. SWS-094**

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 | 2022 Rate (\$/hour) | 2023 Rate (\$/hour) |
|------------------------|--------------------------------|--------------------------------|
| Project Manager | 197.00 | 205.00 |
| Senior Engineer | 195.00 | 201.00 |
| Engineer | 168.00 | 175.00 |
| Junior Engineer | 98.00 | 105.00 |
| CAD Technician | 88.00 | 98.00 |
| GIS Technician | 88.00 | 98.00 |
| Administrative Support | 97.00 | 102.00 |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |

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%).

ATTACHMENT B COMPENSATION

- 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 | | | |
| | Stormwater Technical Assistance | \$300,000.00 | 100 |
| Proposed MBE/SBE Sub-Consultants | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Non-MBE/SBE Consultants | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | \$300,000.00 | 100% |

| Project Number & Name | Total Fee | MBE/SBE Fee | MBE/SBE % |
|----------------------------------|------------------|--------------------|------------------|
| | \$300,000.00 | \$0 | 0% |

City MBE/SBE Goal = Waiver granted

Consultant Committed Goal = Waiver granted

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.

Summary

Professional Services Invoice Project Manager: Clair Davis, P.E.
Project: Stormwater Technical Assistance
 City Project #: SWS-094

Supplier Instructions:

Fill in green cells including Invoice Number, From and To Dates and the included worksheets.
 When your invoice is complete, save and close, start Buzzsaw and Add your invoice to the Consultant folder within Project's folder.

City Sec Number:

Company Name: 360 Clarius, LLC

Supplier's PM: Michael Crenshaw
 Supplier Invoice #: 2022-1
 Payment Request #: 1
 Service Date: From 9/30/2022
 Invoice Date: To 10/1/2022

email: mwcrenshaw@360clarus.com
 Office Address: 4660 Cedarview Dr Fort Worth, Texas 76123
 Telephone: 817-300-9960
 Fax:

Remit Address: 4660 Cedarview Dr Fort Worth, Texas 76123

| Sheet | FID and Work Type Description | Agreement Amount | Amendment Amount | Agreement Amount to Date | LTD Completed Amount | Percent Spent | (\$ Invoiced Previously | Current Invoice | Remaining Balance |
|-------------|---------------------------------|------------------|------------------|--------------------------|----------------------|---------------|-------------------------|-----------------|-------------------|
| Work Type 1 | Stormwater Technical Assistance | \$300,000.00 | | \$300,000.00 | | | | | \$300,000.00 |
| Work Type 2 | | | | | | | | | |
| Work Type 3 | | | | | | | | | |
| Work Type 4 | | | | | | | | | |
| Work Type 5 | | | | | | | | | |
| Work Type 6 | | | | | | | | | |

Totals This Invoice \$300,000.00

\$300,000.00

Overall Percentage Spent:

ATTACHMENT "C"

CHANGES AND AMENDMENTS TO STANDARD AGREEMENT

Design Services for
Stormwater Technical Assistance
City Project No. SWS-094

<List any changes to the Standard Agreement>

None.

ATTACHMENT “D” PROJECT SCHEDULE

A. ENGINEER Project Schedule Development

ENGINEER shall prepare a project schedule for the services to be provided in fulfilling the requirements of the Agreement and encompassing the Scope of Work defined in Attachment A to the Agreement.

ENGINEER shall prepare and maintain project schedule throughout the life of the project as defined in the Agreement in compliance with the City’s Specification 00 31 15 entitled Engineer Project Schedule.

ENGINEER’s project schedule will follow the Critical Path Methodology (CPM) for planned sequencing of the work activity and timing of the work.

B. Schedule “Tier” Selection

City has identified three “Tier” levels for project schedules as defined in City’s Specification 00 31 15, to align with the size and complexity of the project as a basis for schedule development. City’s Project Manager will determine the “Tier” level for the ENGINEER’s project schedule as part of the negotiation of the Agreement.

C. Project Baseline Schedule

ENGINEER will produce an initial project schedule and submit as a “baseline” for review and acceptance by City’s Project Manager as defined in City’s Specification 00 31 15 which will be referred to as the Project Baseline Schedule. Updates to the baseline schedule follow the requirements of City’s Specification 00 31 15.

D. Project Progress Schedule

ENGINEER will provide to the City, monthly updates to their project schedule indicating progress of the Work in compliance with the requirements of City’s Specification 00 31 15 and said schedule will be referred to as the Project Progress Schedule.

E. Master Project Schedule

City will develop and maintain a master project schedule for the overall project. ENGINEER’s project baseline and progress schedule submittals will be an integral part of the development and updating process of City’s Master Project Schedule.

Attachment "E"
Project Location Map
Not Applicable

EXHIBIT F

CITY OF FORT WORTH

STANDARD INSURANCE REQUIREMENTS

(1) INSURANCE LIMITS

- a. Commercial General Liability – Insured shall maintain commercial general liability (CGL) and, if necessary, commercial umbrella insurance as follows:

\$1,000,000 each occurrence

\$2,000,000 aggregate

If such Commercial General Liability insurance contains a general aggregate limit, it shall apply separately to this Project or location.

- i. City shall be included as an additional insured with all rights of defense under the CGL, using ISO additional insured endorsement or a substitute providing equivalent coverage, and under the commercial umbrella, if any. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City. The Commercial General Liability insurance policy shall have no exclusions or endorsements that would alter or nullify: premises/operations, products/completed operations, contractual, personal injury, or advertising injury, which are normally contained within the policy, unless City specifically approves such exclusions in writing.
- ii. Insured waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained in accordance with Agreement.

- b. Business Auto – Insured shall maintain business auto liability and, if necessary, commercial umbrella liability insurance as follows:

\$1,000,000 each accident (or reasonably equivalent limits of coverage if written on a split limits basis).

Such insurance shall cover liability arising out of “any auto”, including owned, hired, and non-owned autos, when said vehicle is used in the course of Insured’s business and/or the Project. If Insured owns no vehicles, coverage for hired or non-owned autos is acceptable.

Insured waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Insured pursuant to this Agreement or under any applicable auto physical damage coverage.

- c. Workers' Compensation – Insured shall maintain workers compensation and employer's liability insurance and, if necessary, commercial umbrella liability insurance as follows:

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

Insured waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by workers compensation and employer's liability or commercial umbrella insurance obtained by Insured pursuant to this Agreement.

- d. Professional Liability (Errors & Omissions) – Insured shall maintain professional liability insurance as follows:

- \$1,000,000 - Each Claim Limit
- \$2,000,000 - Aggregate Limit

Professional Liability coverage may be provided through an endorsement to the Commercial General Liability policy, or a separate policy specific to Professional E&O. Either is acceptable if coverage meets all other requirements. Coverage shall be written on a claims-made basis, and maintained for the duration of the contractual agreement and for five (5) years following completion of services provided. The policy shall contain a retroactive date prior or equal to the Effective Date of the Agreement or the first date of services to be performed, whichever is earlier. An annual certificate of insurance shall be submitted to City to evidence coverage.

(2) GENERAL INSURANCE REQUIREMENTS

- a. Certificates of insurance evidencing that Insured has obtained all required insurance shall be attached to Agreement concurrent with its execution. Any failure to attach the required insurance documentation hereto shall not constitute a waiver of the insurance requirements.
- b. Applicable policies shall be endorsed to name City as an Additional Insured, as its interests may appear, and must afford the City the benefit of any defense provided by the policy. The term City shall include its employees, officers, officials, and agents as respects the contracted services. Applicable policies shall each be endorsed with a waiver of subrogation in favor of City with respect to the Project.
- c. Certificate(s) of insurance shall document that insurance coverage limits specified in this Agreement are provided under applicable policies documented thereon. Insured's insurance policy(s) shall be endorsed to provide that said insurance is primary protection and any self-funded or

commercial coverage maintained by City shall not be called upon to contribute to loss recovery. Insured's liability shall not be limited to the specified amounts of insurance required herein.

- d. 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. City must approve in writing any alternative coverage for it to be accepted.
- e. A minimum of thirty (30) days' notice of cancellation or material change in coverage shall be provided to City. A ten (10) days' notice shall be acceptable in the event of non-payment of premium.
- f. 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 as determined by the City's Risk Management division.
- g. Any deductible or self-insured retention in excess of \$25,000 that would change or alter the requirements herein is subject to approval in writing by City, if coverage is not provided on a first-dollar basis. City, at its sole discretion, may consent to alternative coverage maintained through insurance pools or risk retention groups. Dedicated financial resources or letters of credit may also be acceptable to City.
- h. In the course of the Agreement, Insured shall report, in a timely manner, to City's Risk Management Department with additional notice to the Contract Compliance Manager, any known loss or occurrence which could give rise to a liability claim or lawsuit against City or which could result in a property loss.
- i. City shall be entitled, upon its request and without incurring expense, to review Insured's insurance policies including endorsements thereto and, at City's discretion, Insured may be required to provide proof of insurance premium payments.
- j. Lines of coverage, other than Professional Liability, underwritten on a claims-made basis, shall contain a retroactive date coincident with or prior to the date of this Agreement. The certificate of insurance shall state both the retroactive date and that the coverage is claims-made.
- k. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption nor restrictive modification or changes from date of commencement of the Project until final payment and termination of any coverage required to be maintained after final payments.
- l. City shall not be responsible for the direct payment of any insurance premiums required by Agreement.
- m. Subcontractors of Insured shall be required by Insured to maintain the same or reasonably equivalent insurance coverage as required for Insured. Upon City's request, Insured shall provide City with documentation thereof.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--------------------------------------|
| PRODUCER Risk Strategies 12801 North Central Expy. Suite 1725 Dallas, TX 75243 | CONTACT NAME: Brian R Hadar PHONE (A/C, No. Ext): (214) 323-4602 E-MAIL ADDRESS: certificatedallas@risk-strategies.com | FAX (A/C, No): (214) 503-8899 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED 360 Clarus, LLC 4660 Cedarview Drive Fort Worth TX 76123 | INSURER A: Twin City Fire Insurance Company | |
| | INSURER B: XL Specialty Insurance Company | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: 67686107

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-------------------------------------|-------------------------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 46SBMVW4289 | 12/31/2021 | 12/31/2022 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$ |
| A | <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | 46SBMVW4289 | 12/31/2021 | 12/31/2022 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | <input type="checkbox"/> | <input type="checkbox"/> | 46WBCAA9VZR | 12/31/2021 | 12/31/2022 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| B | Professional Liability | | <input checked="" type="checkbox"/> | DPS9969530 | 12/31/2021 | 12/31/2024 | Per Claim \$1,000,000 Aggregate \$2,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation in favor of certificate holder on all policies.
 City of Fort Worth is named as an additional insured on the general liability coverage as required by contract.

CERTIFICATE HOLDER
 City of Fort Worth
 200 Texas Street
 Fort Worth TX 76102
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian Hadar

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ACORD 25 (2016/03)

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Stormwater Technical Assistance
SWS-094

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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 CERTIFICATION OF FILING

Certificate Number:
2022-894318

Date Filed:
06/02/2022

Date Acknowledged:

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

360 Clarus
Fort Worth, TX United States

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

City of Fort Worth

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.

SWS-094
Stormwater Technical Services

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | Crenshaw, Michael | Fort Worth, TX United States | X | |
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5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Michael Crenshaw, and my date of birth is 03/20/1970.

My address is 4660 Cedarview Drive, Fort Worth, TX, 76123, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Tarrant County, State of Texas, on the 2 day of June, 2022.
(month) (year)



Signature of authorized agent of contracting business entity
(Declarant)