



## CITY OF HURST

# REQUEST FOR PROPOSAL TO SELECT A CONSTRUCTION MANAGER- AT RISK WITH GUARANTEED MAXIMUM COST

The City of Hurst is soliciting sealed proposals from experienced Construction Managers for the construction oversight of the Hurst Aquatics Centers Project. The successful Construction Manager will have the responsibility of managing the following scope of work: site layout plans/alternatives, cost estimates, bids for work to be completed, and construction oversight.

This is a two-step selection process. The first step is to evaluate and rank the best qualified respondents to this Request for Proposal. The second step will be for pricing.

Submit **one original and seven copies** of your proposal to the City. Please note on the front page which one is the original.

Designate on the front, lower, left-hand corner of your response envelope, the following:

**Proposal Reference Number: 13-003**

**Subject: CM at Risk Services for Hurst Aquatics Centers**

**Proposal Closing Time: 2:00 P.M., Wednesday, May 8, 2013**

**NOTE:** Do not include your preconstruction fees for this project in this proposal. Fees will be requested at a later date. If selected, a guaranteed maximum price will be negotiated at 85% complete drawings. See enclosed for more information.

Fees are not considered during the evaluation process.

**Respondent's Name:** \_\_\_\_\_

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# INSTRUCTIONS TO PROPOSERS

1. **PROPOSAL SUBMISSION ADDRESS AND DEADLINE**

Completed proposals will be received in Risk/Purchasing, City Hall, 1505 Precinct Line Road, Hurst, TX 76054 until the proposal submission deadline (closing time and date) as stated on the cover page. Proposal responses received after the closing time and date will not be considered.

Faxed or other electronically submitted responses will not be considered.

If you do not wish to quote at this time, please submit a “No Response” by the same time and date at the same location as stated for submitting a proposal.

2. **SIGNATURES**

All proposals are required to be signed by an authorized representative of the entity submitting the proposal. Proposals received unsigned will not be accepted.

3. **PUBLIC INSPECTION**

Proposals are not available for public inspection until after the contract award. If the proposal contains trade secrets and confidential information, then the proposal is not open to public review even after the proposal award, provided that the Proposer has notified the City, in writing, that the proposal contains trade secrets and confidential information.

4. **PROPOSALS RECEIVED LATE**

The City of Hurst is not responsible for lateness or non-delivery of mail, carrier, etc. to the City, and the time and date recorded in the Risk/Purchasing Office shall be the official time of receipt.

5. **PRICES HELD FIRM**

All prices quoted by the Proposer will remain firm for a minimum of 90 days from the date of the proposal submission deadline unless otherwise specified by the City or Proposer.

6. **NEGOTIATIONS**

The City reserves the right to negotiate all elements and pricing which comprise the proposal and to accept or reject part or all of any proposal.

7. **ASSIGNMENT**

The rights and duties awarded the successful Proposer may not be assigned to another without the written consent of the City signed by the City’s authorized agent. Such consent shall not relieve the assigner of liability in the event of default by the assignee.

8. **PROPOSAL AMBIGUITY**

Any ambiguity in the proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and all conditions shall be construed in the favor of the City.

9. **CHANGE ORDERS**

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions, or specifications stated in this proposal, or any resultant contract. All changes will be made in writing and shall not be effective unless signed by an authorized representative of the City.

10. **PATENT INDEMNITY**

The successful Proposer hereby warrants that the use or sale of the products and materials delivered hereunder will not infringe on the rights of any patent, copyright, or registered trademark covering such materials and the successful Proposer agrees to indemnify and hold harmless the City for any and all costs, expenses, judgements, and damages which the City may have to pay or incur.

11. **GRATUITIES/BRIBES**

The City may, by written notice to the successful Proposer, cancel this contract without liability to the Proposer if it is determined by the City that gratuities or bribes in the form of entertainment, gifts, or otherwise, were offered or given by the successful Proposer, or its agent or representative to any City officer, employee or elected representative with respect to the performance of the contract. In addition, the successful Proposer may be subject to penalties stated in Title 8 of the Texas Penal Code.

12. **PAYMENT AND TAXES**

Partial payments to the successful Proposer will be made after satisfactory acceptance of the work performed, as determined by the City and receipt of invoice or other billing instrument used by the successful Proposer.

The City is exempt from Federal Excise and State Tax; therefore, tax must not be included in the price(s) proposed.

13. **TERMINATION OF AGREEMENT**

The City reserves the right to terminate this agreement with ten (10) days written notice if the successful Proposer fails to perform in a manner acceptable to the City. Upon delivery of such notice by the City to the successful Proposer, the successful Proposer shall discontinue all services in connection with the performance of this agreement and shall proceed to cancel promptly any existing orders and contracts insofar as such orders or contracts are chargeable to this agreement. As soon as practicable after receipt of notice of termination, the Proposer shall submit a statement to the City for payment of that portion of the agreement successfully performed.

14. **PROPOSAL FOR SERVICES**

Proposals are not available for public inspection until after the contract award. If the proposal contains confidential information, then the proposal is not open to public review even after the proposal award, provided that the Proposer has notified the City, in writing, that the proposal contains confidential information. All confidential information in the proposal must be clearly indicated.

A. Although intended to be functional in nature, the requirements outlined in this request for proposal represents the City's desired specifications and performance level. Proposers are invited to take exception to any of the specifications; however, these must be noted and supported with written documentation. When

exceptions are taken, the Proposers are encouraged to offer alternate solutions and /or additional features in their proposals.

- B. The City invites proposals from any qualified Proposer to ensure the City the best available product.

15. **COMPETITIVE SELECTION FACTORS**

The successful Proposer will be selected on a rational basis. Evaluation factors outlined below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the successful offerer. Award of a contract may be made without discussion with Proposers after responses are received. Proposals should, therefore, be submitted on the most favorable terms. The City reserves the right to void the purchase if the successful Proposer has not performed within the date specified by the Proposer's response.

16. **PROPOSAL EVALUATION FACTORS**

See the "METHOD of SELECTION" defined in the "INTRODUCTION" section of this proposal.

17. **REVIEW COMMITTEE**

Responses to this RFP will be reviewed and evaluated by the Community Services Department.

18. **CONFLICT OF INTEREST**

Pursuant to the requirements of Section 176.002(a) of the Texas Local Government Code, Suppliers or Respondents who meet the following criteria must fill out a conflict of interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence or another writing related to a potential agreement with the City:

A Supplier or Respondent that:

- (1) contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- (2) is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. Any person who meets the criteria. As for enforcement to ensure the veracity of the Suppliers, the statute makes it a Class C Misdemeanor to violate the Supplier disclosure provisions.

Additional information and the form to be used to file this notice can be found at:

[www.ethics.state.tx.us/whatsnew/conflict\\_forms.htm](http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm).

By submitting a response to this Bid/RFP, the supplier, contractor or person represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

**NOTE:** The successful Proposer shall not be an employee or agent, or receive any type of remuneration, from any contractor, subcontractor or other firm that will be participating in the actual construction of this project.

19. **NOTIFICATION OF PROPOSAL SPECIFICATIONS**

Please check below how you learned of this Request for Proposal.

- |  |  |
|--|--|
| <input type="checkbox"/> City Newspaper Advertisement; | <input type="checkbox"/> DemandStar.com/Onvia  |
| <input type="checkbox"/> City Mailed Me a Copy;        | <input type="checkbox"/> Cold Call to the City |
| <input type="checkbox"/> City's Web Site               | <input type="checkbox"/> Other: _____          |

20. **NUMBER OF BIDS TO SUBMIT TO THE CITY**

Submit **one original and seven copies** of your proposal to the City. Please note on the front page which one is the original.

21. **TWO-STEP PROPOSAL PROCESS**

This is a two-step proposal process. **Do not include your fees or any other costs in the first step** which will be your response to this RFP describing the project and evaluation criteria for selecting the best CMAR for this project.

The **second step** is where the City will ask a selected few respondents to this RFP to submit their preconstruction fees and any other costs in a sealed envelope. Second step **sealed** envelopes will be received in Risk/Purchasing, City Hall, 1505 Precinct Line Road, Hurst, TX 76054 until **2:00 PM on May 22, 2013**, where they will be opened and read aloud.

22. **REFERENCES**

Each Proposer is to provide a minimum of three (3) verifiable references in which the Proposer has provided a similar service. These references may be listed on your own form or on Attachment I of this Request for Proposal.

23. **SPECIFICATION CLARIFICATION**

For clarification of these specifications, call Eric Starnes with Facilities Services at 817-788-7218 or Risk/Purchasing at 817-788-7018.

## **BONDS AND INSURANCE**

### **BONDS**

No bid bonds are required for this proposal.

#### **Performance, Payment, and Maintenance Bonds**

The successful responder must furnish performance, payment, and maintenance bonds with the appropriate “powers of attorney” in the amount of one hundred percent (100%) of the contract total maximum price from a corporate surety authorized (licensed) by the State of Texas and acceptable to the City. The maintenance bond shall be in effect for a period of two (2) years after final acceptance of the work.

### **INSURANCE**

The successful bidder shall meet the minimum insurance requirements defined in Attachment II.

### **INDEMNITY**

Proposer agrees to defend, indemnify, and hold the City, its employees, officers, and elected representatives, whole and harmless against any and all claims for damages, costs, and expenses of persons or property to the extent authorized by law that may arise out of, or be occasioned by, or from any negligent act, or omission of Proposer, or any agent, servant or employee of Proposer in the execution of performance of this contract, without regard to whether such persons are under the direction of City agents or employees.

# INTRODUCTION

This Request for Proposal is for the selection of a Construction Manager to oversee the construction of the Hurst Aquatics Centers. The scope of work will include site layout plans/alternatives, cost estimates, construction manager services, bid and construction oversight. The City of Hurst has hired an Architectural/Engineering firm under a separate procurement.

The City of Hurst is committed to maintaining facilities that meet the needs of the City and its citizens. They should be functional, attractive, efficient, clean, safe and accessible.

To be considered for this project, your firm must meet the qualifications and satisfy the requirements set forth in this RFP.

Interested firms must submit proposals by the time and date shown on the cover page of this RFP in order to be considered. **Note again that the fees are not considered as part of this RFP.** However, at 85% completed drawings, the guaranteed maximum price (GMP) will be negotiated between selected Construction Manager and owner within 15 days of drawing issuance. If a price can not be agreed to at 85% completed drawings within 10 days after initial receipt of GMP by the City, the owner reserves the right to reject the GMP and go to the second most qualified bidder as determined by the Evaluation Committee.

The Evaluation Committee will evaluate the proposals to determine which, if any, proposals are appropriate or acceptable. The content of the proposals will not be disclosed publicly. **City shall document the basis of its selection and rank the respondents as appropriate. This ranking will be made public not later than the seventh day after the date the contract is awarded.**

The firm's principal contact with the City of Hurst will be Eric Starnes, who will coordinate the assistance to be provided by the City to the firm. Eric Starnes can be reached at 817-788-7218, or by facsimile at 817-788-4735.

**NOTE:** Questions regarding this project must be in writing and addressed to the designated personnel above. All properly submitted questions will receive a response and the City will attempt to notify all other potential proposers that have shown an interest in this service.

## METHOD OF SELECTION

Proposals will be reviewed by the Evaluation Committee for the purpose of identifying and recommending those individuals offering, in total, the highest qualifications and experience with this type of project. The individuals or firms recommended may also be interviewed by members of the Evaluation Committee for the express intent of recommending a final short list of individuals or firms.

See page 15 for specific evaluation criteria.

There is no expressed or implied obligation for the City of Hurst to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

During the evaluation process, the Evaluation Committee and the City of Hurst reserve the right, where it may serve the City's best interest, to request additional information or clarifications from proposers and/or to allow corrections of errors or omissions. At the discretion of the City

of Hurst or the Evaluation Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. Also, at the discretion of the City of Hurst or the Evaluation Committee, past performance reference checks may be requested from, but not limited to, references submitted by the proposers.

The City of Hurst reserves the right to retain all proposals submitted. Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of Hurst and the firm selected.

It is anticipated that the selection of a firm will be completed within (1) month of RFP opening. Following the notification of the selected firm, it is also anticipated that a contract will be negotiated between both parties within two (2) weeks of selection.

### **Proposal Submittal**

To be considered, one (1) original and seven (7) copies of a typewritten proposal must be submitted by the time and date indicated herein. The original signature must be in ink and must be signed by an officer or agent of the proposing firm who is empowered to contractually bind such firm. The proposal must be submitted by the time and date as shown on the cover page of this RFP in a sealed container clearly marked as indicated on the cover page of this proposal.

Proposals that fail to comply with the terms of this RFP may be considered non-responsive. It is the proposer's sole responsibility to assure that its proposal is delivered at the proper time and place of the bid opening. Proposals that for any reason are not so delivered will not be considered. Late bids will be returned to the proposer unopened. Proposals or revisions to proposals by telegram, telephone, e-mail, facsimile reproduction and transmission will not be considered.

### **Subcontracting**

Firms submitting proposals are encouraged to consider subcontracting portions of the engagement to small firms or firms owned and controlled by socially and economically disadvantaged individuals. If this is to be done, that fact and the name of the proposed subcontracting firms should be clearly identified in the proposal. Following the award of the project contract, no additional subcontracting will be allowed without the express prior written consent of the City of Hurst.

# NATURE OF SERVICES REQUIRED

## 1. GENERAL

The City of Hurst is soliciting the services of a qualified Construction Manager to accomplish the project outlined in this RFP. This project is to be performed in accordance with the provisions contained in this Request for Proposal.

## 2. BUDGET FOR THIS PROJECT

The estimated budget for this project is \$9 million.

## 3. SCOPE OF WORK TO BE PERFORMED

The City of Hurst is requesting proposals from firms who can adequately demonstrate that they have the resources, experience and qualifications to provide Construction Manager at Risk services for the Hurst Aquatics Centers. The Construction Manager assumes the risk for the construction services guaranteed maximum price and provides design phase consultation in evaluating cost, schedule and implications of alternative design of the aquatic facilities.

It is the City of Hurst's intent that the Construction Manager at Risk will be involved for the full duration of the design development, preparation of construction and bidding documents, and construction administration phases of the project. However, following the program, sufficient schematic design phase, and cost estimate, the contract will be contingent upon funding.

## 4. REPORTS TO BE ISSUED

Confirmed/updated space needs analysis per floor and site plan

Preliminary concept study and site plan.

Assist with the design, specifications, and detailed cost estimate for the construction of the Hurst Aquatics Centers and its operational support systems.

Bid documents for the construction contract for the Hurst Aquatics Centers in accordance with City of Hurst requirements.

## 5. HURST AQUATICS CENTERS BACKGROUND

The City of Hurst has two Aquatics Centers. Central Aquatics Center is located at 700 Mary Drive in Hurst, and Chisholm Aquatics Center is located at 2200 Norwood Drive. The 2013 summer season will be the 18<sup>th</sup> year of operation of the Central Aquatics Center and the 17<sup>th</sup> year of operation of the Chisholm Aquatics Center. Since their opening, the two popular family aquatics facilities have served nearly 1.8 million patrons. These facilities average over 1,000 patrons per day who enjoy the programs that are offered by the City, including public swim, Learn-To-Swim classes, special events, and facility rentals.

The City of Hurst has hired an Architectural/Engineering firm under a separate procurement to renovate Central Aquatics and replace Chisholm Aquatics.

**Elements to be included at New Chisholm Aquatics:**

- Bath House
- Family Beach Pool with Play Structure
- Lazy River with Teen Beach
- Deep Pool with Diving Boards
- Slide Tower with Family Water Slides and Dump Slide
- Covered Tot Pool

**Elements to be included at Renovated Central Aquatics:**

- Bath House Renovation
- Leisure Pool Renovation with New Tower Toys
- New Play Structure and Kids Pool
- Add Sprayground
- Introduce Family Slide Tower
- Maintain Existing Slide Tower

**Construction Schedule:**

- Chisholm Aquatics Center: Start September 2014 and complete April 2015
- Central Aquatics Center: Start September 2015 and complete March 2016

# PROPSAL FORMAT

The following material must be received **by 2:00 PM, Wednesday, March 20, 2013**, for a proposing firm to be considered:

1. **Title Page**

Title page showing the Request for Proposal's subject, the firm's name; the name, address, telephone number, fax number, and e-mail address of the contact person; and the date of the proposal.

2. **Table of Contents**

3. **Transmittal Letter**

A signed letter of transmittal briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, and a statement as to why the firm believes it is the best qualified to perform the engagement.

4. **Detailed Proposal**

The detailed proposal should follow the order set out as follows:

A. **General Requirements**

The purpose of the proposal is to demonstrate the qualifications, competence and capacity of the firm to undertake this project. It must also specify a project approach that will meet the requirements in the Request for Proposal.

B. **License to Practice in the State of Texas**

An affirmative statement should be included that the firm and assigned professional management staffs are properly registered to practice in the State of Texas.

C. **Firm Qualifications and Experience**

The proposer should state the size of the firm, the location of the office from which the work on this project is to be performed, the number and nature of the professional staff to be employed in this project on a full-time basis and the number and nature of the staff to be employed on a part-time basis.

If the proposer is a joint venture or consortium, the qualifications of each firm comprising the joint venture or consortium should be separately identified and the firm that is to serve as the principal should be noted, if applicable.

The proposer shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

5. **Partner, Supervisory and Staff Qualifications and Experience**

Identify the principal supervisory and management staff, including partners, managers, other supervisors and specialists, who would be assigned to the project. Indicate whether each such person is registered or licensed to practice in Texas. Provide information on the experience of each person and longevity with firm, including membership in professional organizations relevant to the performance of this project.

Indicate how the quality of staff over the term of the agreement will be assured.

Consultants and firm specialists mentioned in response to this Request for Proposal can only be changed with the express prior written permission of the City of Hurst, which retains the right to approve or reject replacements.

Other project personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

6. **Prior Projects with Municipal Entities**

List separately, projects completed within the last five (5) years for Municipal Entities by type of project (i.e., construction project, study, other). Indicate the scope of work, original project budget, bid amount, final contract amount, date, partners assigned, the location of the firm's office from which the engagement was performed, and the name and telephone number of the principal client contact.

7. **Similar Projects with Other Clients**

List the most significant projects (maximum of 5) performed in the last five (5) years that are similar to the engagement described in this Request for Proposal.

Indicate the scope of work, date, engagement partners, original budget, final contract amount, time allowed versus time to completion, and the name and telephone number of the principal client contact.

8. **List Experience with Construction Management Projects**

9. **Specific Project Approach**

The proposal should set forth a work plan, including an explanation of the project methodology to be followed, to perform the services required in Section II of this Request for Proposal. Part of this explanation should be a proposed segmentation of the project.

10. **Identification of Anticipated and/or Potential Project Problems**

The proposal should identify and describe any anticipated and/or potential project problems, the firm's approach to resolving these problems and any special assistance that will be requested from the City of Hurst.

11. **Project Schedule**

A project schedule should be a part of the proposal. This schedule should indicate the amount of time in weeks that each phase and/or activity identified will require. This information should be presented so that the review committee can see how activities relate to each other as far as timing goes and also how long the project is expected to take from contract execution to delivery of the final product. Identify scheduling software used by the firm.

12. **Fees**

The proposal should include a description of your organization's ideology as it pertains to the pre-construction phase fee, i.e., items and services to be included in the fee and as it pertains to the construction phase, i.e., fixed fee, percentage fee, and particular items to be included and/or excluded from the fee.

The proposal should also include a description of your organization's concept for cost contingencies during design and during construction. Include your organization's concept for the disposition of contingency funds after the completion of the project. Give a history of project cost based on bid versus final cost noting reasons and amounts of change orders. State the percentage contractor contingency you carry with 100% construction documents.

**Do Not include any fees or costs with this RFP.**

# EVALUATION CRITERIA

## 1. **Review of Proposals**

The Evaluation Committee will use a point formula during the review process to score proposals. Each member of the Evaluation Committee will first score each technical proposal by the criteria described in Section 2 below. The full Evaluation Committee will then convene to review and discuss these evaluations and to combine the individual scores to arrive at a composite technical score for each firm. At this point, firms with an unacceptably low technical score will be eliminated from further consideration.

## 2. **Evaluation Criteria**

Proposals will be evaluated using two sets of criteria. Firms meeting the mandatory criteria will have their proposals evaluated and scored for technical qualifications. The following represent the principal selection criteria that will be considered during the evaluation process.

### a. **Mandatory Elements**

- i. The firm is licensed to practice in Texas
- ii. The firm adheres to the instructions in this Request for Proposal on preparing and submitting the proposal.

### b. **Expertise and Experience** (Maximum Points – 60)

- i. The firm's past experience and performance on comparable Municipal Projects.
- ii. The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- iii. The firm's history of performing work within a specified schedule
- iv. Demonstrated success of the firm through information provided by references.
- v. The firm's history of performing work within a specified budget

### c. **Project Approach** (Maximum Points – 40)

- i. Proposed staffing plan for various segments of the project.
- ii. Project Methodology
- iii. Approach to solving potential problems
- iv. Work Plan
- v. Compatibility of work plan with the City's goals.

d. **Oral Presentation**

During the evaluation process, the Evaluation Committee may, at its discretion, request one or more firms to make oral presentations. Such presentations will provide firms with an opportunity to answer any questions the Evaluation Committee may have in regards to the firm's proposal. Not all firms may be asked to make oral presentations.

e. **Final Selection**

The Evaluation Committee's selection will be based on the firm receiving the highest total score.

3. **Right to Reject Proposals**

Submission of a proposal indicates acceptance by the firm of the conditions contained in this Request for Proposal unless clearly and specifically noted in the proposal submitted, and confirmed in the contract between the City of Hurst and the firm selected.

The City of Hurst reserves, without prejudice, the right to waive any irregularities or reject any and all proposals.

# AUTHORITY TO PROPOSE

Proposal must be signed in ink by an authorized principal of the firm.

**Proposer/Company Name:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Signed:** \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**City, State & Zip:** \_\_\_\_\_

**Telephone:** (     ) \_\_\_\_\_

**Fax #:** (     ) \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

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

**Warranty (Please Describe):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# ATTACHMENT I

## REFERENCES

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone Number:** (     ) \_\_\_\_\_

**Fax #:** (     ) \_\_\_\_\_;     **E-Mail Address:** \_\_\_\_\_

**Differences in Reference Project  
and Project Proposed to the City:** \_\_\_\_\_

\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone Number:** (     ) \_\_\_\_\_

**Fax #:** (     ) \_\_\_\_\_;     **E-Mail Address:** \_\_\_\_\_

**Differences in Reference Project  
and Project Proposed to the City:** \_\_\_\_\_

\_\_\_\_\_

**Company Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_

**Telephone Number:** (     ) \_\_\_\_\_

**Fax #:** (     ) \_\_\_\_\_;     **E-Mail Address:** \_\_\_\_\_

**Differences in Reference Project  
and Project Proposed to the City:** \_\_\_\_\_

\_\_\_\_\_

# ATTACHMENT II

## INSURANCE

**SECTION A.** Prior to the approval of this agreement/contract by the City, the successful Bidder/Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriters/insurance carriers to the coverages, limits, and termination provisions shown thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE HAS BEEN DELIVERED TO THE CITY.

### INSURANCE COVERAGE REQUIRED

**SECTION B.** The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

**SECTION C.** Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following types and amounts:

	TYPE	AMOUNT
1.	<b>Workers' Compensation and Employer's Liability</b>	Statutory  \$100,000/500,000/100,000

	TYPE	AMOUNT
2.	Commercial General (Public) Liability insurance including coverage for the following: a. Premises Operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability g. Medical payments	Combined single limit for bodily injury and property damage in the amount of \$1 Million per occurrence or its equivalent.

	<b>TYPE</b>	<b>AMOUNT</b>
3.	<b>Comprehensive Automobile</b> insurance, including coverage for loading and unloading hazards, for: a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit for bodily injury and property damage in the amount of \$1 Million per accident or its equivalent.

	<b>TYPE</b>	<b>MINIMUM COVERAGE AMOUNT</b>
4.	<b>Professional Liability</b> insurance including coverage for Errors and Omissions. The policy shall be endorsed to include the successful proposer's subcontractors of every tier used on this project.	\$1,000,000 Per Claim.

### **ADDITIONAL POLICY ENDORSEMENTS**

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

### **REQUIRED PROVISIONS**

The successful Contractor agrees that with respect to the above required insurance, all insurance contracts and Certificate(s) of Insurance will contain and state, in writing, on the certificate, or its attachment, the following required provisions:

- A. Name the City of Hurst and its officer, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- B. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change; 10 days notice for workers' compensation coverage;
- C. The Contractor agrees to waive subrogation against the City of Hurst, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- D. All copies of the Certificates of Insurance shall reference the project name or number for which the insurance applies;

- E. Provide that all provisions of this agreement concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability sufficient to include such obligations within applicable policies;
- F. For coverages that are only available with claims made policies, the required period of coverage will be determined by the following formula: continuous coverage for the life of the contract, plus one year (to provide coverage for the warranty period) and an extended discovery period for a minimum of five (5) years which shall begin at the end of the warranty period;
- G. Provide for notice to the City of Hurst at the two addresses shown below by registered mail.

### **NOTICES**

The Contractor shall notify the City in the event of any change in coverage and shall give such notices no less than 30 days prior to the change. The notice must be accompanied by a replacement Certificate of Insurance.

All notices shall be given to the City at the following two addresses:

Community Services Department  
901 Precinct Line Road  
Hurst, TX 76053

Risk/Purchasing Manager  
City Hall  
1505 Precinct Line Road  
Hurst, TX 76054

**SECTION D.** Approval, disapproval, or failure to act by the City of Hurst regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.