

**MEETING OF THE BOARD OF
DIRECTORS OF THE
ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**

**AGENDA
JULY 30, 2024 AT 4:00p.m.
ARLINGTON CITY HALL
COUNCIL BRIEFING ROOM
3RD FLOOR
101 W. ABRAM STREET
ARLINGTON, TX 76010**

Members of the public who wish to speak on a listed agenda item for action will be asked for their comments at the appropriate time.

- I. Call to Order
- II. Consideration of Minutes
 - A. June 18, 2024 Meeting
- III. Standing Reports
 - A. Financial Report
 - B. Real Estate Report
 - C. Industry Spotlight Report
- IV. Items for Action
 - A. Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation to execute a professional services contract for the E-Space architect and engineering team with M. Arthur Gensler Jr. & Associates, Inc., dba Gensler, of San Francisco, California, in an amount not to exceed \$691,170.
 - B. Approve a resolution authorizing the use of the Construction Manager-at-Risk procurement method of construction for the E-Space manufacturing facility.
 - C. Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation to execute a professional services contract for the conceptual design of the Arlington Economic Development Corporation Welcome Center at Choctaw Stadium, with Selbert Perkins Design, Inc., in an amount not to exceed \$106,700.
 - D. Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation to execute a construction services contract for the AEDC Office Relocation with Cowboys Roofing LLC, dba DSA Contractors, of Irving, Texas, in an amount not to exceed \$497,614.

V. Executive Session

Discussion of matters permitted by the following sections of V.T.C.A, Government Code, Chapter 551:

A. Section 551.087, Deliberation Regarding Economic Development Negotiations

1. Offers of Incentives to Business Prospects

B. Section 551.072, Deliberation Regarding Real Property

1. Discussion regarding the possible purchase, exchange, lease, or value of real property for eligible projects of the Arlington Economic Development Corporation.

VI. Executive Director's Reports

- A. Board Member Open Position
- B. SCORE Cohort Selection
- C. Hiring Update
- D. Accelerator Strategy Research
- E. Recent and Upcoming Presentations

VII. Budget Update and Outlook

VIII. Future Agenda Items

IX. Adjourn

**MEETING OF THE BOARD OF DIRECTORS
OF THE
ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**

**MINUTES OF THE
ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
BOARD OF DIRECTORS
June 18, 2024**

The Board of Directors of the Arlington Economic Development Corporation convened in Regular Session on June 18, 2024, at 4:30p.m., in Arlington City Hall, 3rd Floor, 101 W. Abram Street, Arlington, Texas, with the meeting being open to the public and notice of said meeting, giving the date, place and subject thereof, having been posted as prescribed by V.T.C.A., Government Code, Chapter 551, with the following members present, to-wit:

Board Members:

Michael Jacobson	§	President
Mojoy Haddad	§	Vice President
John Whiteley	§	Treasurer
Gerald Alley	§	Board Member
Carmenza Moreno	§	Board Member

Absent:

Jollyn Mwisongo	§	Secretary
Kate Miller	§	Board Member

And

Marty Wieder	Executive Director
Trey Yelverton	City Manager
Lyndsay Mitchell	Senior Strategic Initiatives Officer
Jasmine Amo	Specialist
Jonathan Moss	Senior Attorney
Stephanie Dimas	Senior Public Funds Analyst
Marcus Young	Economic Development Specialist
Kevin McGlaun	Real Estate Consultant
Erica Yingling	Coordinator

I. Call to Order

President M. Jacobson called the meeting to order at 4:30p.m.

II. Item for Action

Following a public hearing held in accordance with Section 505.159 of the Texas Local Government Code, consider a resolution authorizing a Performance

Agreement with VBI Group, Inc. d/b/a Ikon Technologies.

- A. Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation to execute a Performance Agreement with VBI Group, Inc. d/b/a Ikon Technologies, relative to the retention and expansion of their headquarters in Arlington.

Trey Yelverton, City Manager, presented the resolution for consideration.

Treasurer J. Whiteley made a motion to approve the resolution. Seconded by Board Member G. Alley, the motion carried with 4 ayes and 0 nays. President M. Jacobson recused himself from the vote.

AEDC RESOLUTION NO. 24-008

- B. Approve a resolution superseding Resolution No. 24-003 authorizing the President of the Board of Directors to execute a First Amendment to the Performance Agreement with Bell Textron Inc. relative to the development of a 50,000 square-foot facility to house systems integration labs and the creation of primary jobs.

Marty Wieder, Executive Director, presented the resolution for consideration.

Vice President M. Haddad made a motion to approve the resolution. Seconded by Treasurer J. Whiteley, the motion carried with 5 ayes and 0 nays.

AEDC RESOLUTION NO. 24-009

- C. Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation to execute a First Amendment to Master Agreement with espace Inc. and the City of Arlington, relative to the establishment of a North American headquarters and manufacturing facility at the Arlington Municipal Airport.

Lyndsay Mitchell, Director of Strategic Initiatives, presented the resolution for consideration.

Vice President M. Haddad made a motion to approve the resolution. Seconded by Board Member C. Moreno, the motion carried with 5 ayes and 0 nays.

AEDC RESOLUTION NO. 24-010

III. Consideration of Minutes

A. June 5, 2024 Meeting

Treasurer J. Whiteley made a motion to approve the minutes of the June 5, 2024 Board meeting. Seconded by Board Member G. Alley, the motion carried with 5 ayes and 0 nays.

APPROVED

IV. Standing Reports

- A. Financial Report
- B. Real Estate Report
- C. Industry Spotlight Report

V. Accelerator Strategy

Marty Wieder, Executive Director, presented.

VI. Executive Session

At 5:20p.m., President M. Jacobson announced that the Board would convene in Executive Session.

Discussion of matters permitted by the following sections of V.T.C.A, Government Code, Chapter 551:

- A. Section 551.087, Deliberation Regarding Economic Development Negotiations
 - 1. Offers of Incentives to Business Prospects

At 5:55p.m., President M. Jacobson announced the Executive Session was adjourned, and the Board immediately reconvened in Open Session.

VII. Executive Director's Reports

- A. EDC Presentations and Participation
- B. Webpage Launch
- C. Rebranding
- D. Staffing Update
- E. Office Relocation Update

F. July Board Meeting Date

Marty Wieder, Executive Director, presented.

VIII. Future Agenda Items

President M. Jacobson requested an analysis on entrepreneurship. Executive Director, M. Wieder agreed to put it on the agenda in August or September.

IX. Adjourn

There being no further business, the meeting was adjourned at 6:09p.m.

COA Expenditures by Cost Center

Budget Structure Non-Operating Budget
 Amount Type Activity
 Period FY24 - May
 Cost Center Hierarchy Economic Development Corporation
 From Budget Date 10/1/2023
 To Budget Date 9/30/2024

Cost Center	Budget Appropriation	Current Monthly Expenditures	Expenditures to Date	Encumbrances	Actuals + Obligations	Unexpended Balance	%Exp
CC973005 Economic Development Corporation Projects	69,016,963	5,000	11,256,500	23,380	11,279,880	57,737,083	16.34%
61000:Purchase/Contract	69,016,963	5,000	11,256,500	23,380	11,279,880	57,737,083	16.34%
CC973010 Economic Development Corporation Operations	3,918,114	127,456	906,274	199,794	1,106,068	2,812,046	28.23%
50000:Salaries and Wages	674,492	34,211	276,111	-	276,111	398,381	40.94%
55000:Benefits	174,572	8,825	67,134	-	67,134	107,438	38.46%
60000:Supplies	150,000	1,179	81,191	-	81,191	68,809	54.13%
61000:Purchase/Contract	700,000	63,787	314,107	109,732	423,840	276,160	60.55%
62000:Utilities	20,000	-	-	-	-	20,000	0.00%
63000:Maintenance and Repair	1,000,000	8,752	23,699	19,716	43,415	956,585	4.34%
65000:Miscellaneous Expense	755,000	5,369	102,729	69,621	172,350	582,650	22.83%
66000:Travel and Training	438,050	5,173	40,187	725	40,912	397,138	9.34%
67000:Interdepartmental Expense	6,000	160	1,117	-	1,117	4,883	18.61%

SALES TAX REVENUES

TOTAL	16,176,108	Sales Month	Revenue Received
	2,121,335	October 2023	December 2023
	2,016,327	November 2023	January 2024
	2,254,491	December 2023	February 2024
	1,635,459	January 2024	March 2024
	1,732,787	February 2024	April 2024
	2,300,118	March 2024	May 2024
	2,012,647	April 2024	June 2024
	2,102,944	May 2024	July 2024
		June 2024	August 2024
		July 2024	September 2024
		August 2024	October 2024
		September 2024	November 2024

COA Expenditures by Cost Center

Budget Structure Non-Operating Budget
 Amount Type Activity
 Period FY24 - May
 Cost Center Hierarchy Economic Development Corporation
 From Budget Date 10/1/2023
 To Budget Date 9/30/2024

Cost Center	Budget Appropriation	Current Monthly Expenditures	Expenditures to Date	Encumbrances	Actuals + Obligations	Unexpended Balance	%Exp
CC973005 Economic Development Corporation Projects	69,016,963	5,000	11,256,500	23,380	11,279,880	57,737,083	16.34%
61000:Purchase/Contract	69,016,963	5,000	11,256,500	23,380	11,279,880	57,737,083	16.34%
SC0533 - Special Services	-	5,000	11,255,000	-	11,255,000	(11,255,000)	0.00%
SC0574 - Professional Services	69,016,963	-	1,500	23,380	24,880	68,992,083	0.04%
CC973010 Economic Development Corporation Operations	3,918,114	127,456	906,274	199,794	1,106,068	2,812,046	28.23%
50000:Salaries and Wages	674,492	34,211	276,111	-	276,111	398,381	40.94%
SC50002 - Salaries: Operations	674,492	34,211	266,242	-	266,242	408,250	39.47%
SC50010 - Salaries: Terminal Pay	-	-	9,869	-	9,869	(9,869)	0.00%
55000:Benefits	174,572	8,825	67,134	-	67,134	107,438	38.46%
SC0805 - Deferred Comp 401K Payable	-	-	-	-	-	-	0.00%
SC0809 - Cigna Life Insurance Payable	-	-	-	-	-	-	0.00%
SC0810 - L-T Disability Payable	-	-	-	-	-	-	0.00%
SC50004 - Benefits: Longevity/Stability	210	-	168	-	168	42	80.00%
SC55000 - Benefits : Worker's Comp	763	51	394	-	394	369	51.61%
SC55001 - Benefits : Employee Retirement	72,626	3,826	29,353	-	29,353	43,273	40.42%
SC55002 - Benefits : Disability Income Plan	1,484	63	628	-	628	856	42.32%
SC55003 - Benefits : Employee Insurance	64,022	2,348	19,746	-	19,746	44,276	30.84%
SC55005 - Benefits : Medicare	9,779	500	4,024	-	4,024	5,755	41.15%
SC55008 - Benefits : Thrift Plan	18,096	1,589	9,257	-	9,257	8,839	51.16%
SC55009 - Benefits : Car Allowance	5,200	400	3,171	-	3,171	2,029	60.99%
SC55010 - Benefits : Phone Allowance	2,392	46	392	-	392	2,000	16.40%
60000:Supplies	150,000	1,179	81,191	-	81,191	68,809	54.13%
SC0500 - Office Supplies less than \$5,000	10,000	27	1,468	-	1,468	8,532	14.68%
SC0514 - Other Supplies	3,000	-	-	-	-	3,000	0.00%
SC0516 - Supplies/Computer Hardware	22,000	-	6,901	-	6,901	15,099	31.37%
SC0517 - Office Furniture less than \$5,000	60,000	-	-	-	-	60,000	0.00%
SC0521 - Cost Of Food & Beverage	25,000	1,152	2,160	-	2,160	22,840	8.64%
SC0531 - Rental	30,000	-	-	-	-	30,000	0.00%
SC0675 - Supplies/Computer Software	-	-	70,661	-	70,661	(70,661)	0.00%
61000:Purchase/Contract	700,000	63,787	314,107	109,732	423,840	276,160	60.55%
SC0533 - Special Services	500,000	63,787	243,695	97,632	341,327	158,673	68.27%
SC0574 - Professional Services	200,000	-	70,413	12,100	82,513	117,487	41.26%
62000:Utilities	20,000	-	-	-	-	20,000	0.00%
SC0578 - Electric Service	20,000	-	-	-	-	20,000	0.00%
63000:Maintenance and Repair	1,000,000	8,752	23,699	19,716	43,415	956,585	4.34%
SC0583 - Maintenance of Buildings	1,000,000	8,752	23,699	19,716	43,415	956,585	4.34%
65000:Miscellaneous Expense	75,000	5,369	102,729	69,621	172,350	582,650	22.83%
SC0658 - Advertising	750,000	5,260	102,620	69,621	172,241	577,759	22.97%
SC0735 - Employee Reimbursement - non travel/training	5,000	109	109	-	109	4,891	2.18%
66000:Travel and Training	438,050	5,173	40,187	725	40,912	397,138	9.34%
SC0668 - Membership	50,000	-	17,464	-	17,464	32,536	34.93%
SC0669 - Training	10,000	-	4,047	725	4,772	5,228	47.72%
SC0670 - Registration	78,050	-	2,253	-	2,253	75,797	2.89%
SC0671 - Travel	50,000	5,173	16,423	-	16,423	33,577	32.85%
SC0675 - Supplies/Computer Software	250,000	-	-	-	-	250,000	0.00%
67000:Interdepartmental Expense	6,000	160	1,117	-	1,117	4,883	18.61%
SC0500 - Office Supplies less than \$5,000	-	-	50	-	50	(50)	0.00%
SC0633 - General Services Charges	6,000	160	1,067	-	1,067	4,933	17.79%

**FD8050 Arlington Economic Development Corporation
 CC973005 Economic Development Corporation Projects
 FY23 EDC Project Expenditures Detail by Month**

NOTE: There were no project related expenditures in October, November, December, and March

JANUARY

Amount	Transaction Date	Payee	Purpose
1,000,000.00	1/24/2024	Bell Textron, Inc.	Bell Textron AEDC Performance Agreement grant #2
1,500.00	1/26/2024	TERRY RUTLAND	Center Street Gateway Project: construction fence removal
1,001,500.00			

FEBRUARY

Amount	Transaction Date	Payee	Purpose
500,000.00	2/28/2024	Sportec	Startup costs reimbursement
250,000.00	2/28/2024	Sportec	Certificate of Occupancy
750,000.00			

APRIL

Amount	Transaction Date	Payee	Purpose
9,500,000.00	4/1/2024	GKY Realty LTD	EDC Contribution towards purchase of Airport FBO
9,500,000.00			

MAY

Amount	Transaction Date	Payee	Purpose
5,000.00	5/7/2024	MedHab	TMAC project
5,000.00			

Summary by Project

1,000,000.00	Bell Textron	
1,500.00	Center Street Gateway Project	
750,000.00	Sportec	
9,500,000.00	GKY Realty LTD	
5,000.00	MedHab	TMAC project
11,256,500.00		

Economic Development Corporation

Pro Forma

Report Date: 07.11.2024

FD8050 CC 973010 (Operations) and CC 973005 (Projects)

	ACTUALS			PROJECTIONS						
	1 FY21	2 FY22	3 FY23	4 FY24	5 FY25	6 FY26	7 FY27	8 FY28	9 FY29	10 FY30
Beginning Balance	-	10,853,564	33,352,739	55,006,031	33,451,711	20,335,298	7,049,103	8,596,273	9,543,561	11,098,291
Revenues										
Sales Tax Revenue	11,164,714	24,115,528	23,849,011	23,276,930	25,108,429	25,861,682	26,637,532	27,436,658	28,259,758	29,107,551
Interest	-	137,745	1,161,268	2,200,241	1,338,068	813,412	281,964	343,851	381,742	443,932
Miscellaneous Revenue	-	2	24,750	-	-	-	-	-	-	-
Reserve for Incr/Decr in FMV of Investments	-	(877,675)	-	-	-	-	-	-	-	-
Reserve for Accrued Comp Absences	-	(10,666)	-	-	-	-	-	-	-	-
Total Revenues	11,164,714	23,364,934	25,035,029	25,477,171	26,446,497	26,675,094	26,919,496	27,780,509	28,641,500	29,551,482
Interfund Transfers										
Transfer to General Fund	-	(227,363)	(254,250)	(261,878)	(476,920)	(491,228)	(505,964)	(521,143)	(536,778)	(552,881)
Total Transfers	-	(227,363)	(254,250)	(261,878)	(476,920)	(491,228)	(505,964)	(521,143)	(536,778)	(552,881)
Expenditures										
	FY21	FY22	FY23	FY24	FY25	FY26	FY27	FY28	FY29	FY30
EDC Operations										
YTD Actuals (see monthly budget report)	(311,151)	(638,396)	(1,318,221)	(1,106,068)	-	-	-	-	-	-
Remaining current year budget for EDC Operations	-	-	-	(2,812,046)	-	-	-	-	-	-
Projected future budget	-	-	-	-	(3,035,657)	(3,126,727)	(3,220,529)	(3,317,145)	(3,416,659)	(3,519,159)
Total Operations	(311,151)	(638,396)	(1,318,221)	(3,918,114)	(3,035,657)	(3,126,727)	(3,220,529)	(3,317,145)	(3,416,659)	(3,519,159)
Projects - Active Incentive Agreements										
Bell Textron Inc.	-	-	(1,000,000)	(1,500,000)	-	-	-	-	-	-
Six Flags Southeast Project / Intercon Environmental	-	-	(286,316)	-	-	-	-	-	-	-
Center Street Gateway Project	-	-	(5,845,034)	(1,500)	-	-	-	-	-	-
First Rate	-	-	(500,000)	(500,000)	(500,000)	-	-	-	-	-
TMAC	-	-	-	(50,000)	(50,000)	-	-	-	-	-
Small Business Initiatives	-	-	-	(550,000)	-	-	-	-	-	-
Sportec (startup incentive)	-	-	-	(750,000)	(250,000)	-	-	-	-	-
Sportec (hiring grant)	-	-	-	-	(10,000)	(10,000)	(12,500)	-	-	-
Town North Redevelopment	-	-	-	-	-	-	-	(2,361,600)	-	-
Go For Three / Sheraton redevelopment - 6(a) Parking Facility Contributions	-	-	-	-	(2,333,333)	(2,333,333)	(2,333,333)	(2,333,333)	(2,333,333)	(2,333,333)
Go For Three / Sheraton redevelopment - 5(a) Permit/Completion Guarantee	-	-	-	-	-	(5,000,000)	-	-	-	-
FBO property acquisition / airport development	-	-	-	(9,500,000)	-	-	-	-	-	-
Espace	-	-	-	-	(2,500,000)	(22,500,000)	(2,300,000)	(2,300,000)	(2,300,000)	(2,300,000)
Eden Cooper Business Park	-	-	-	-	(3,407,000)	-	-	-	-	-
Project Orange Caravan Hotel Redevelopment	-	-	-	-	-	-	-	-	-	-
Project Orange VBI Group, Inc. dba Ikon Technologies	-	-	-	-	(7,000,000)	-	-	-	-	-
Total Active Incentive Projects	-	-	(7,631,350)	(12,851,500)	(16,050,333)	(29,843,333)	(4,645,833)	(6,994,933)	(4,633,333)	(4,633,333)
Projects - Proposed and Potential										
* prior year * funding available for new projects ^^^	-	-	-	(10,000,000)	-	-	-	-	-	-
* current year * funding available for new projects	-	-	-	(20,000,000)	(20,000,000)	(6,500,000)	(17,000,000)	(16,000,000)	(18,500,000)	(19,500,000)
Total Available for Projects	-	-	-	(30,000,000)	(20,000,000)	(6,500,000)	(17,000,000)	(16,000,000)	(18,500,000)	(19,500,000)
TOTAL EXPENDITURES	(311,151)	(638,396)	(8,949,571)	(46,769,614)	(39,085,991)	(39,470,060)	(24,866,362)	(26,312,078)	(26,549,993)	(27,652,492)
Value of Fixed Assets (Land)	-	-	5,822,084	-	-	-	-	-	-	-
Ending Balance	10,853,564	33,352,739	55,006,031	33,451,711	20,335,298	7,049,103	8,596,273	9,543,561	11,098,291	12,444,400

italics indicate projections

^^^ "prior year funding available for new projects" is a placeholder to demonstrate that there are funds leftover from prior years that can be utilized during any year for any adopted project; these amounts will change periodically as this pro forma is updated

REVENUE Assumptions:

Sales Tax Revenue projections based on City's General Fund assumptions multiplied by .25 (25%), and out years beginning FY25 assume 3% growth
Interest projections based on the prior year ending balance multiplied by 4%

Operations EXPENDITURE Assumptions:

FY24 operations expenditure projections based on proposed budget, which includes one-time expenditure of \$1m for tenant improvement expenses at Choctaw Stadium
FY25 shows 3% growth minus \$1m for the one-time construction costs at Choctaw Stadium in FY24; FY25 budget development is in progress, and these figures will change
FY26 and beyond operations expenditure projections assume 3% growth

Projects EXPENDITURE Assumptions:

Bell Textron payment years based on project commencement/completion deadlines per the agreement
Town North payment projected in FY28 based on 12/31/2027 project completion deadlines; timing subject to change
Six Flags Southeast Project: actual expenditure includes purchase price and closing costs
Center Street Gateway Project: projection includes purchase price, attorneys fees and commissions; additional closing costs to be determined
First Rate will be paid \$500k per year for three years for a total of \$1.5m
Partnership with Texas Manufacturing Assistance Center (TMAC) are estimated expenditures per year for a total of \$150k total
Current year funding available for new projects = current year revenue estimate minus operations and all known project expenses, while still maintaining a healthy fund balance

City of Arlington Retail Overview

July 2024 Report



SOUTH ARLINGTON SUBMARKET

The South Arlington retail submarket currently holds a vacancy rate of 4.8% (down from 5.2% in the April report), marginally above the DFW norm of 4.6%. Rents have increased to around \$22.00/SF with 7,100 SF of positive absorption and 30,000 SF of new space delivered. Approximately 65,000 SF is under construction. Recent sales totaled \$16.3 million across 33 transactions, covering 230,000 SF.

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	Market Asking Rent Growth
29.6K	(51.2K)	4.8%	5.1%

AVAILABILITY	SUBMARKET	MARKET
Market Asking Rent/SF	\$21.63 ↑	\$23.99 ↑
Vacancy Rate	5.1% ↑	4.6% ↑
Vacant SF	1M ↑	21.9M ↑
Availability Rate	5.1% ↑	5.2% ↑
Available SF Direct	1M ↑	24.4M ↑
Available SF Sublet	20.3K ↑	380K ↑
Available SF Total	1M ↑	24.8M ↑
Months on Market	12.9	11.8

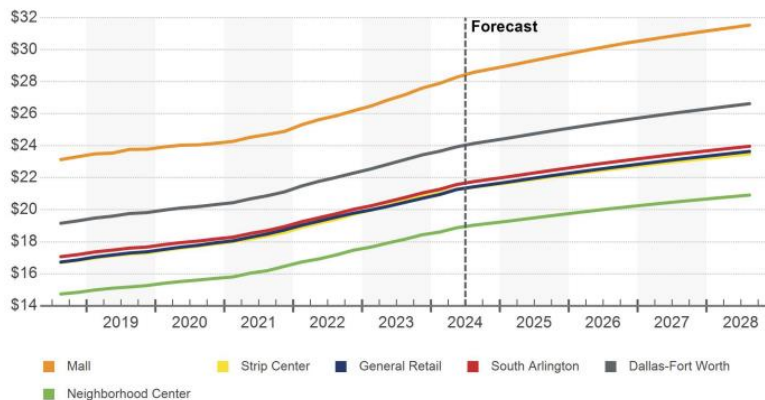
INVENTORY	SUBMARKET	MARKET
Existing Buildings	1,258 ↓	36,331 ↑
Inventory SF	20M ↓	476M ↑
Average Building SF	15.9K ↓	13.1K ↑
Under Construction SF	64.9K ↓	5M ↓
12 Mo Delivered SF	29.6K ↓	4.2M ↓

DEMAND	SUBMARKET	MARKET
12 Mo Net Absorption SF	(51.2K) ↓	3.2M ↓
12 Mo Leased SF	386K ↓	10M ↓
6 Mo Leasing Probability	30.3%	30.7%

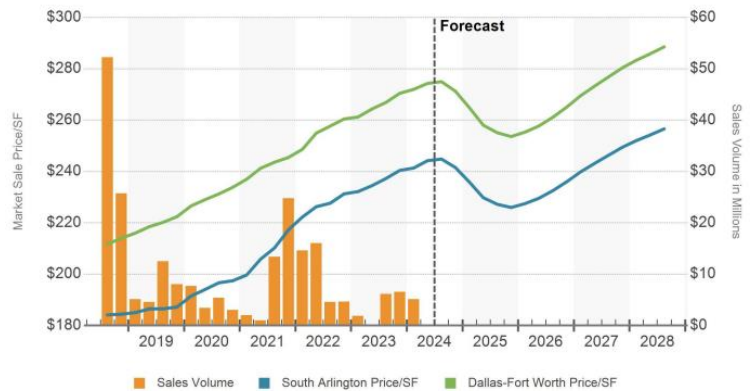
SALES	SUBMARKET	MARKET
12 Mo Transactions	33 ↓	1,280 ↓
Market Sale Price/SF	\$245 ↑	\$276 ↑
Average Market Sale Price	\$3.9M ↑	\$3.6M ↑
12 Mo Sales Volume	\$16.9M ↑	\$445M ↓
Market Cap Rate	6.4% ↓	6.4% ↓

NOTE: Arrows indicate an increase or decrease from the same metric for the previous 12-month period.

MARKET ASKING RENT PER SF



SALES VOLUME & PRICE PER SF



City of Arlington Retail Overview

July 2024 Report

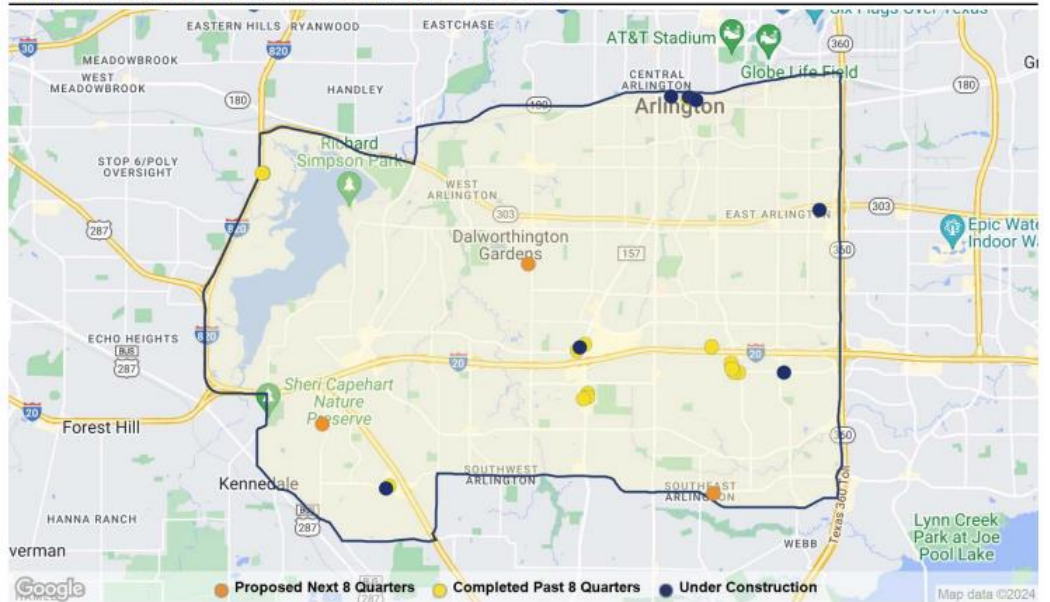


SOUTH ARLINGTON SUBMARKET

PROPERTIES UNDER CONSTRUCTION

All-Time Annual Avg. Square Feet	Delivered Square Feet Past 8 Qtrs	Delivered Square Feet Next 8 Qtrs	Proposed Square Feet Next 8 Qtrs
180,512	108,659	64,861	34,853

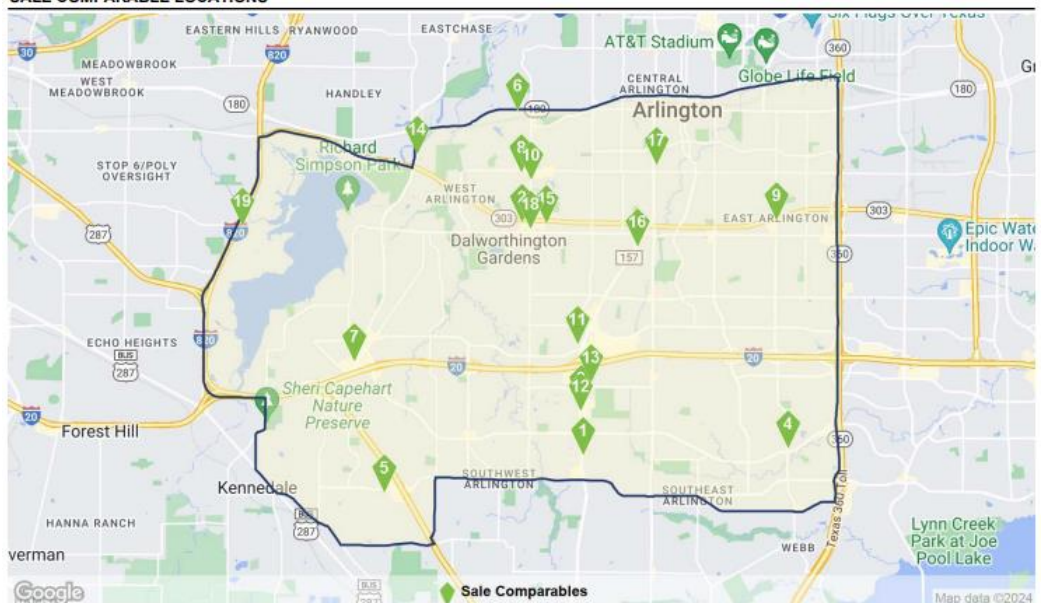
PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



PROPERTIES FOR SALE

Sale Comparables	Avg. Cap Rate	Avg. Price/SF	Avg. Vacancy At Sale
33	6.1%	\$541	12.6%

SALE COMPARABLE LOCATIONS



City of Arlington Retail Overview

July 2024 Report



NORTH ARLINGTON SUBMARKET

North Arlington's retail submarket shows a 5.0% vacancy rate, up 1.3% from last year, with 70,000 SF of negative absorption. Rents have risen 4.6% to approximately \$22.00/SF. Over the past year, there were 11 sales totaling \$3.4 million across 110,000 SF. Vacancies stand at 3.0% in general retail buildings and 11.8% in neighborhood centers.

12 Mo Deliveries in SF	12 Mo Net Absorption in SF	Vacancy Rate	Market Asking Rent Growth
0	(73.6K)	5.0%	4.7%

AVAILABILITY	SUBMARKET	MARKET
Market Asking Rent/SF	\$21.69 ↑	\$23.99 ↑
Vacancy Rate	5.0% ↑	4.6% ↑
Vacant SF	272K ↓	21.9M ↑
Availability Rate	5.1% ↑	5.2% ↑
Available SF Direct	270K ↓	24.4M ↑
Available SF Sublet	8.4K ↓	380K ↑
Available SF Total	278K ↓	24.8M ↑
Months on Market	15.4	11.8

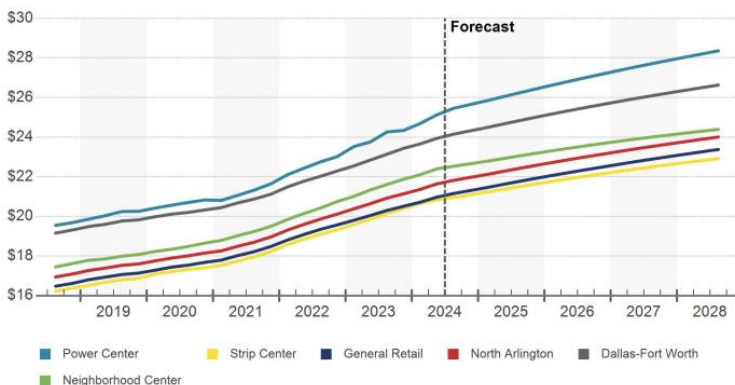
INVENTORY	SUBMARKET	MARKET
Existing Buildings	393 ↓	36,331 ↑
Inventory SF	5.4M ↓	476M ↑
Average Building SF	13.8K ↓	13.1K ↑
Under Construction SF	0 ↓	5M ↓
12 Mo Delivered SF	0 ↓	4.2M ↓

DEMAND	SUBMARKET	MARKET
12 Mo Net Absorption SF	(73.6K) ↓	3.2M ↓
12 Mo Leased SF	72.6K ↓	10M ↓
6 Mo Leasing Probability	26.2%	30.7%

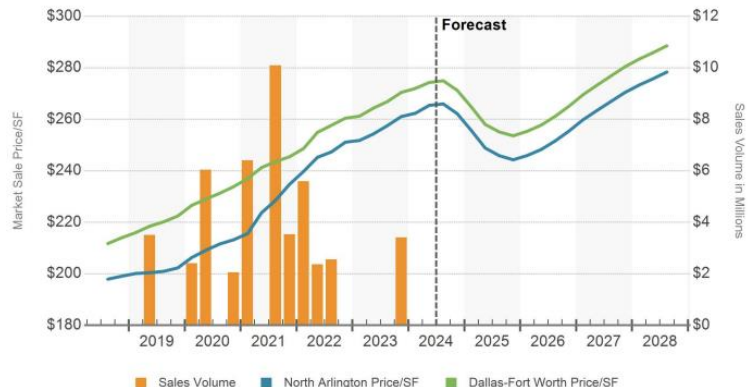
SALES	SUBMARKET	MARKET
12 Mo Transactions	11 ↓	1,280 ↓
Market Sale Price/SF	\$267 ↑	\$276 ↑
Average Market Sale Price	\$3.7M ↑	\$3.6M ↑
12 Mo Sales Volume	\$3.4M ↑	\$445M ↓
Market Cap Rate	6.4% ↓	6.4% ↓

NOTE: Arrows indicate an increase or decrease from the same metric for the previous 12-month period.

MARKET ASKING RENT PER SF



SALES VOLUME & PRICE PER SF



City of Arlington Retail Overview

July 2024 Report



NORTH ARLINGTON SUBMARKET

PROPERTIES UNDER CONSTRUCTION

All-Time Annual Avg. Square Feet	Delivered Square Feet Past 8 Qtrs	Delivered Square Feet Next 8 Qtrs	Proposed Square Feet Next 8 Qtrs
33,080	9,297	0	0

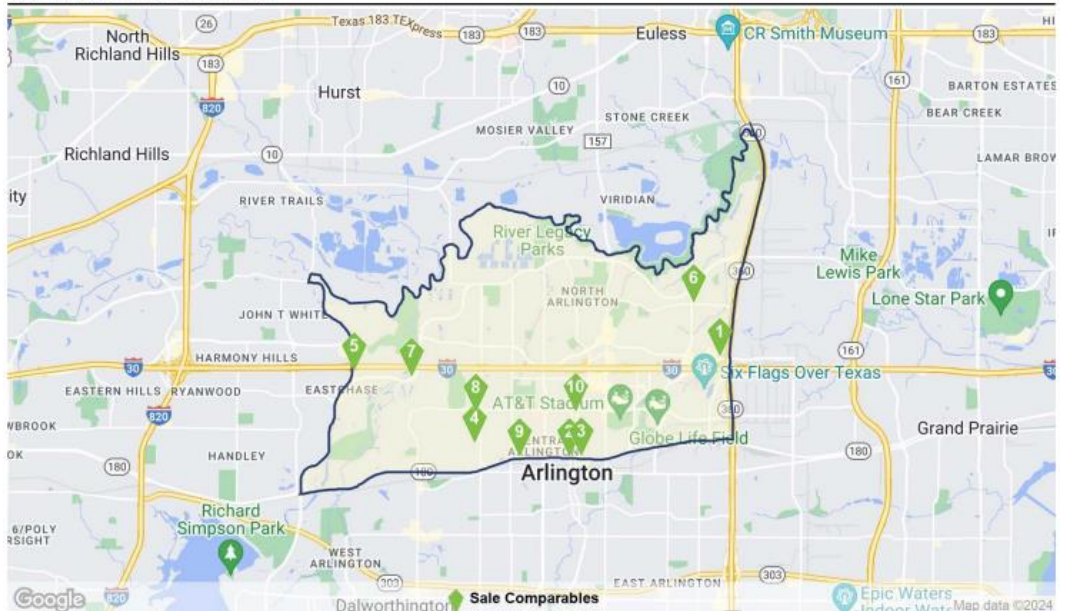
PAST 8 QUARTERS DELIVERIES, UNDER CONSTRUCTION, & PROPOSED



PROPERTIES FOR SALE

Sale Comparables	Avg. Cap Rate	Avg. Price/SF	Avg. Vacancy At Sale
11	6.0%	\$475	33.4%

SALE COMPARABLE LOCATIONS





AEDC Eligible Industries Snapshot

FY2024Q1 Eligible NAICS Codes Industry Summary for Arlington, Texas

July 30, 2024

INDUSTRY		CURRENT SNAPSHOT			5-YEAR HISTORY		1-YEAR FORECAST			
		EMPLOYEES	AVG. ANN. WAGES	LQ*	EMP. CHANGE	ANN. % CHANGE	TOTAL DEMAND	EXITS	EMP. GROWTH	ANN. % GROWTH
CROPS, ANIMAL PRODUCTION, FORESTRY	NAICS 111-115	69	\$49,916	0.06	-19	-3.2%	9	3	0	0.8%
MINING, OIL, & GAS EXTRACTION	NAICS 211-213	72	\$128,787	0.19	2	-1.1%	6	2	0	1.1%
UTILITIES	NAICS 221	2,012	\$108,889	2.12	439	-1.9%	194	74	14	0.2%
MANUFACTURING	NAICS 331-339	16,000	\$71,575	1.10	2,437	6.6%	1,764	624	134	0.7%
WHOLESALE TRADE, TRANSPORTATION, & WAREHOUSING	NAICS 42, 48-49	14,249	\$77,572	0.86	2,254	1.4%	1,691	621	171	0.9%
INFORMATION	NAICS 51	1,238	\$79,040	0.38	-297	-5.5%	122	40	16	1.2%
SECURITIES, COMMODITY CONTRACTS, & FINANCIAL INVESTMENT ACTIVITIES	NAICS 523	637	\$110,413	0.75	252	10.4%	59	20	10	1.7%
INSURANCE CARRIERS & RELATED ACTIVITIES	NAICS 524	2,732	\$88,073	0.66	162	-8.1%	276	103	40	1.4%
FUNDS, TRUSTS, AND FINANCIAL VEHICLES	NAICS 525	23	\$63,536	1.08	5	6.4%	2	1	0	2.2%
ARCHITECTURAL & ENGINEERING SERVICES	NAICS 5413	1,771	\$82,229	1.07	313	7.3%	160	57	22	1.2%
COMPUTER SYSTEM DESIGN SERVICES	NAICS 5415	1,535	\$125,041	0.54	596	10.3%	146	40	38	2.5%
MANAGEMENT, SCIENTIFIC, & TECHNICAL CONSULTING SERVICES	NAICS 5416	1,895	\$103,841	1.08	757	10.0%	195	64	33	1.8%
SCIENTIFIC RESEARCH AND DEVELOPMENT	NAICS 5417	446	\$85,012	0.94	267	34.2%	42	13	6	1.4%
OTHER PROFESSIONAL, SCIENTIFIC, & TECHNICAL SERVICES	NAICS 5419	1,250	\$63,208	1.07	16	-1.1%	152	51	24	1.6%
MANAGEMENT OF COMPANIES & ENTERPRISES	NAICS 551	1,121	\$92,787	0.40	69	1.3%	116	39	20	1.8%
TELEPHONE CALL CENTERS	NAICS 56142	560	\$91,987	1.27	-239	-6.9%	69	27	5	0.9%

*LQ = Location Quotient compares the concentration of the employment of an industry to the nation. An LQ of 1.00 indicates Arlington has the same concentration of an industry as the U.S. , while a LQ of 2.00 means that Arlington has twice the expected employment compared to the nation.

Staff Report



Arlington Economic Development Corporation - Professional Services Contract for the E-Space Architect and Engineering Team	
---	--

AEDC Meeting Date: 07-30-2024	Document Being Considered: Resolution
-------------------------------	---------------------------------------

RECOMMENDATION

Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation to execute a professional services contract for the E-Space architect and engineering team with M. Arthur Gensler Jr. & Associates, Inc., dba Gensler, of San Francisco, California, in an amount not to exceed \$691,170.

PRIOR BOARD OR COUNCIL ACTION

On April 16, 2024, following a public hearing, the Arlington Economic Development Corporation Board of Directors approved Resolution No. 24-005 authorizing the execution of a Master Agreement with espace Inc. and the City of Arlington, relative to the establishment of a North American headquarters and manufacturing facility at the Arlington Municipal Airport.

On April 23, 2024, City Council approved Resolution No. 24-108 authorizing the execution of a Master Agreement with espace Inc. and the Arlington Economic Development Corporation, relative to the establishment of a North American headquarters and manufacturing facility at the Arlington Municipal Airport.

On June 5, 2024, the Arlington Economic Development Corporation Board of Directors approved Resolution No. 24-007 authorizing the execution of a professional services contract for the E-Space project manager with Hill Building Group, LLC, of Arlington, Texas, in an amount not to exceed \$226,800.

ANALYSIS

This professional services contract is for design services from an architect and engineering team for the new E-Space North American headquarters, manufacturing facility, and hangar space. The Phase I facilities covered under this contract are on the west side of the Airport, including an approximately 250,000 square foot manufacturing and office facility, an approximately 40,000 square foot hangar, an airport access road, and an aircraft parking apron. Once design of Phase I is complete and cost estimates have been developed, the AEDC and E-Space will decide on whether to move into the construction phase.

In a public-private partnership with espace Inc. (E-Space), the City of Arlington (City) and the Arlington Economic Development Corporation (AEDC) are continuing to build on economic momentum and leverage assets at the Arlington Municipal Airport (Airport). E-Space is a start-up global telecommunications and satellite manufacturer founded in 2022. They will establish a North American headquarters and develop up to 750,000 square feet of manufacturing and office space in Arlington.

An evaluation team comprised of Office of Strategic Initiatives, AEDC, E-Space project management firm, and Office of Business Diversity personnel evaluated the submittals based on weighted criteria which included team organization, service execution, qualifications of staff, response time, and project experience. The evaluation team evaluated the following firms.

Firm	Classification
Gensler Dallas, Texas	None
Corgan Associates, Inc. Dallas, Texas	None
Ghafari Associates Fort Worth, Texas	None
FSB Architects + Engineers Oklahoma City, Oklahoma	None
Parkhill, Smith & Cooper, Inc. Lubbock, Texas	None
PGAL, Inc. Addison, Texas	None
HKS, Inc. Dallas, Texas	None
Giuliani Associates Architects, Inc. Alexandria, Virginia	None
CaCo Architecture, LLC Dallas, Texas	HI
Wright Group Architects-Planner, P.L.L.C. Carrollton, Texas	None
Alliance Architects, Inc. Richardson, Texas	None
Geotest Engineering, Inc. Houston, Texas	AS

After the initial round of scoring, the City invited the top three vendors (Gensler, Corgan Associates, Inc., Ghafari Associates) for interviews and presentations to the evaluation committee. Upon interview completion and scoring finalization, the evaluation committee determined that Gensler had the best overall quality, project experience, and qualifications.

RFQ closed:	May 30, 2024 at 2:00 p.m.
Vendors notified through IonWave:	953
MWBE Vendors notified through IonWave:	325
Vendors responding to RFP request:	13
MWBE vendors responding to RFP request:	2
MWBE:	No
Procurement Method:	Request for Qualifications

Name of Prime Vendor	M. Arthur Gensler Jr. & Associates, Inc.
Total Contract Value	\$691,170
Prime Vendor's MWBE Status	None
Dollar Amount of Prime Vendor's Self-Performance	\$413,020
Percentage Amount of Prime Vendor's Self-Performance	59.76%
Name of Subcontractor (1)	Kimley-Horn and Associates, Inc.
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$145,000
Percentage Amount of Subcontractor's Performance	20.98%
Name of Subcontractor (2)	DFW Consulting Group, Inc.
Subcontractor's MWBE Status	BL
Dollar Amount of Subcontractor's Performance	\$61,750
Percentage Amount of Subcontractor's Performance	8.93%
Name of Subcontractor (3)	La Fuess Partners, Inc.
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$47,250
Percentage Amount of Subcontractor's Performance	6.84%
Name of Subcontractor (4)	Wrightson, Johnson, Haddon & Williams, Inc.
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$12,600
Percentage Amount of Subcontractor's Performance	1.83%
Name of Subcontractor (5)	NTC Mazzuca Contracting, Inc.
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$11,550
Percentage Amount of Subcontractor's Performance	1.66%
Total MWBE Participation	\$61,750 (8.93%)

The Office of Business Diversity (OBD) placed the aspirational 30% city-wide goal for this project. M. Arthur Gensler Jr. & Associates, Inc., has agreed to utilize 8.93% MWBE participation for this phase of work. OBD reviewed the vendor's Good Faith Effort (GFE) checklist and supporting documentation, pursuant to the MWBE Policy, and is in agreement with their participation efforts.

FINANCIAL IMPACT

The projected financial impact for this contract is as follows:

<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
\$691,170	\$0	\$0

Funding is available in the AEDC Professional Service Account No. CC973005-SC0574.

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the Purchasing Division:	Contract File
Form 1295:	Requested
MWBE:	No

STAFF CONTACTS

Lyndsay Mitchell, AICP, CPM
Director of Strategic Initiatives
817-459-6653
Lyndsay.Mitchell@arlingtontx.gov

Marty Wieder, AICP
AEDC Executive Director
817-459-6432
Marty.Wieder@arlingtontx.gov

Vanessa Canela
Sr. Purchasing Agent
817-459-6321
Vanessa.Canela@arlingtontx.gov

April Nixon
Director of Finance
817-456-6345
April.Nixon@arlingtontx.gov

ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
Resolution No. _____

A resolution of the Board of Directors authorizing the Executive Director to execute a Professional Services Contract for the espace Inc. (“E-Space”) architect and engineering team with M. Arthur Gensler Jr. & Associates, Inc., of San Francisco, California, in an amount not to exceed \$691,170.

WHEREAS, the Arlington Economic Development Corporation (“AEDC”) is a Type B economic development corporation, created pursuant to Chapter 505 of the Texas Local Government Code, as amended; and

WHEREAS, on April 16, 2024, following a public hearing, the AEDC Board of Directors approved Resolution No. 24-005 authorizing the execution of a Master Agreement with E-Space and the City of Arlington (“City”), relative to the establishment of a North American headquarters and manufacturing facility at the Arlington Municipal Airport (the “E-Space Project”); and

WHEREAS, Should the E-Space Project advance to the construction phase, the AEDC would be responsible for designing and constructing a facility to be leased to E-Space; and

WHEREAS, AEDC desires to obtain a Professional Service Contract for an architect and engineering team for the E-Space Project; and

WHEREAS, the AEDC and M. Arthur Gensler Jr. & Associates, Inc., dba Gensler (the “Consultant”) desire to enter into a Professional Services Contract in an amount not to exceed \$691,170; and

WHEREAS, the Consultant is qualified to provide such services and is willing to undertake such services for AEDC in exchange for fees hereinafter specified; and

WHEREAS, AEDC's Board of Directors has determined that the expenditures discussed herein are required or suitable for the development of a manufacturing facility and meet the definition of "cost" as that term is defined by Section 501.152 of the Texas Local Government Code;
NOW THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ARLINGTON ECONOMIC DEVELOPMENT CORPORATION:

I.

That all of the recitals contained in the preamble of this resolution are found to be true and are adopted as findings of fact by this body and as part of its official record.

II.

That the Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute a Professional Services Contract for the E-Space architect and engineering team with M. Arthur Gensler Jr. & Associates, Inc., dba Gensler, of San Francisco, California, in an amount not to exceed \$691,170. Funds are budgeted in AEDC Professional Service Account No. CC973010 SC0574.

III.

A substantial copy of the Professional Service Contract is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the ____ day of _____, 2024, by a vote of ____ ayes and ____ nays at a regular meeting of the Board of Directors of the Arlington Economic Development Corporation.

Michael Jacobson, President

ATTEST:

Martha Garcia, Acting Assistant Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, Counsel for the
Arlington Economic Development
Corporation

BY Jonathan Moss

Professional Services Contract

THE STATE OF TEXAS §
 § **Professional Service Contract for the E-**
 Space Architect
 COUNTY OF TARRANT §

THIS CONTRACT is entered into on this 7th day of **August 2024**, by and between the **ARLINGTON ECONOMIC DEVELOPMENT CORPORATION** a nonprofit corporation located in Tarrant County, Texas (hereinafter referred to as "AEDC"), acting by and through its Executive Director or his designee, and M. Arthur Gensler Jr. & Associates, Inc., (hereinafter referred to as "CONSULTANT") whose address is **5005 Greenville Avenue, Dallas, Texas 75206**.

WITNESSETH:

WHEREAS, AEDC desires to obtain an Professional Service Contract for the Architectural Design of the E-Space Architect; and

WHEREAS, CONSULTANT is a firm qualified to provide such services and is willing to undertake such services for AEDC 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 CONSULTANT all services under this Contract with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect (the "Standard of Care"). Nothing herein shall be construed to require CONSULTANT to perform beyond the Standard of Care.

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide professional design services for the Arlington Economic Development Corporation E-Space Project, specifically including, but not necessarily limited to, the tasks enumerated more fully in **Exhibit "A"** to this Contract. Exhibit "A" is incorporated herein by reference and made a part hereof as if written word for word. However, in the event of any discrepancy or conflict in the language of Exhibit "A" and this Contract, the terms and conditions of this Contract shall be given priority as to interpretation and effect.

III.
Compensation to CONSULTANT

CONSULTANT shall submit monthly statements for Basic Services rendered based on the percentage of services provided during the previous month. AEDC shall make payments in the amount shown by CONSULTANT's approved statements and other documentation submitted within thirty (30) days of receipt. AEDC may withhold payment of any portion of an invoice only to the proportionate extent the invoice is compensation for any services CONSULTANT has provided in breach of this Contract, provided AEDC provides written notice to CONSULTANT.

AEDC agrees to pay to CONSULTANT Six-Hundred Seventy-Six Thousand One-Hundred Seventy Dollars (\$676,170), for proper completion of all Basic Services included in this Contract, and as detailed in Exhibit A. AEDC also agrees to pay to CONSULTANT Fifteen Thousand Dollars (\$15,000) for Reimbursable Expenses detailed in Exhibit A; totaling a lump sum amount not to exceed **SIX HUNDRED NINETY-ONE THOUSAND ONE HUNDRED SEVENTY DOLLARS (\$691,170)**.

In cases where services identified as Additional Services in Exhibit A ("Additional Services") are requested, CONSULTANT will not initiate work until authorized by AEDC in writing to proceed with modification(s) pursuant to Section XV of this Contract. Compensation for Additional Services provided by CONSULTANT's approved subconsultants will be based on amounts invoiced to CONSULTANT, plus ten percent (10%).

AEDC shall not be required to pay any amount in excess of the original amount included in this Section III unless AEDC shall have approved in writing in advance (prior to the performance of additional work) the payment of additional amounts. If at any time it becomes evident that the cost estimates for the Basic Services or prospective Additional Services provided to AEDC will not be sufficient to complete the authorized work, CONSULTANT will immediately notify AEDC in writing of said fact.

IV.
Term

This Contract shall commence on August 7, 2024, and shall continue until the Services are completed, as detailed in the Schedule in Exhibit A, unless terminated earlier in accordance with the provisions of this Contract.

V.
Contract Termination Provision

This Contract may be canceled or terminated at any time by the AEDC with or without cause by providing the other party thirty (30) days written notice of such termination. If the AEDC is terminating the Contract for cause, AEDC shall provide CONSULTANT the basis of such termination and, at the AEDC discretion may, provide

CONSULTANT an opportunity to cure. Upon receipt of such notice, all work and labor being performed shall immediately cease, pending final cancellation at the end of such thirty (30) day period. CONSULTANT shall be compensated by AEDC in accordance with the terms of this Contract for all Services performed prior to the receipt of notice of such termination plus Reimbursable Expenses approved and also due prior to the receipt of termination notice.

AEDC's failure to make payments to CONSULTANT in accordance with this Contract, or other material breach of this Contract, will constitute substantial nonperformance and cause for termination or, at CONSULTANT's option and upon seven (7) days written notice, cause for suspension of performance of Services under this Contract, unless cured by AEDC. AEDC shall pay CONSULTANT in accordance with the terms of this Contract for all Services performed prior to receipt of such notice of termination or suspension plus Reimbursable Expenses approved and also due prior to the receipt of termination or suspension notice. CONSULTANT shall not be responsible for any claims or damages arising out of or related to AEDC's material breach. Before resuming Services, AEDC shall pay CONSULTANT all sums due prior to suspension and CONSULTANT'S fees and schedule be equitably adjusted through a written modification pursuant to Section XV of this Contract.

VI. **Ownership of Documents**

Upon completion of the Project and payment of all sums due, all completed or partially completed materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of AEDC for its use in connection with the Project and shall be delivered to AEDC. Notwithstanding the foregoing, CONSULTANT shall retain ownership of and copyright to its pre-existing intellectual property embedded within the work product prepared under this Contract. CONSULTANT may retain in its files, copies of all legislative material, specifications, and all other pertinent information for the work. CONSULTANT shall have no liability for changes made to any materials or other documents by AEDC or others subsequent to the completion of the Contract. CONSULTANT'S drawings, specifications, and other documents have been prepared specifically and exclusively for the Project and are not intended or represented to be suitable for any other Project. To extent permissible by Texas law, AEDC agrees to indemnify and hold CONSULTANT harmless from and against any and all claims, liabilities, suits, demands, losses, and expenses (including reasonable attorneys' fees and all legal costs), together with interest thereon, arising out of the unauthorized use, reuse, transfer, or modification of the CONSULTANTS documents.

VII. **Insurance**

- A. CONSULTANT shall, at its own expense, purchase, maintain, and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and

such insurance has been approved by AEDC, nor shall CONSULTANT allow any subconsultant to commence work on its own subcontract until all similar insurance of the subconsultant has been obtained and approved. All insurance policies provided under this Contract shall be written on an “occurrence” basis, except for professional liability which shall be on a “claims made” basis. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Worker's Compensation Insurance, statutory limits as provided by law; Employers Liability Insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease-each employee, \$1,000,000.00 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations, and blanket Contractual Liability, covering but not limited to the indemnification provisions of this Contract, fully insuring CONSULTANT's liability for injury to or death of employees of AEDC and third parties, extended to include personal bodily injury liability coverage and for damage to property of third parties, all subject to the policy's terms, conditions, and exclusions, with a combined bodily injury and property damage limit of \$2,000,000.00 per occurrence and \$4,000,000 general aggregate and \$4,000,000 products & completed operations aggregate.
 3. Commercial Automobile and Truck Liability Insurance, covering owned, hired, and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence;
 4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000.00 per claim and \$2,000,000 aggregate. CONSULTANT must maintain this policy for a period of two (2) years after the completion of the project or shall purchase the extended reporting period or “tail” coverage insurance providing equivalent coverage for the same period of time.
 5. Umbrella or Excess Liability: \$2,000,000.00 per occurrence and aggregate.
- B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions:
1. Name AEDC as an additional insured as to all applicable coverage as its interests may appear, except worker's compensation, employer's liability, and professional liability insurance; “AEDC” shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of AEDC and the individual members, and employees thereof while in their official capacities, and while acting on behalf of AEDC;

2. Each policy will require that thirty (30) days prior to cancellation, notice thereof shall be given to AEDC to:

Arlington Economic Development Corporation
C/O City of Arlington - Risk Management MS# 63-0790
Post Office Box 90231
Arlington, Texas 76004-3231

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to AEDC is required.

CONSULTANT shall also notify AEDC promptly after receipt of any notices of expiration, cancellation, nonrenewal, or any material change in coverage it receives from its insurer(s);

3. INTENTIONALLY OMITTED
4. The required policies herein will be primary and non-contributory; and
5. Subject to the policy's terms, conditions, and exclusions, all provisions of the Contract concerning liability, duty, and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations, when applicable and within applicable policies.

- C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:

1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT;
2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. The General and Automobile liability policies required herein shall be written with an "occurrence" basis coverage trigger.

- D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights against AEDC for loss or damage to the extent same are covered by insurance policies required herein. Insurers shall have no right of recovery or subrogation against AEDC;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against AEDC for payment of any premiums, or assessments

for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;

3. Approval, disapproval, or failure to act by AEDC regarding any insurance supplied by CONSULTANT (or any subconsultants) shall not relieve CONSULTANT of responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and,
4. No special payments shall be made for any insurance that the CONSULTANT and subconsultants are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

VIII. **CONSULTANT's Coordination with AEDC**

CONSULTANT shall hold periodic conferences with AEDC so that the Services can be performed with the full benefit of the AEDC's experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. AEDC shall make available to CONSULTANT all existing plans, maps, field notes, and other data in its possession relative to the Services. AEDC shall coordinate the services of its own consultants with those services provided by CONSULTANT. CONSULTANT is entitled to rely upon the accuracy and completeness of the services, information, surveys, and reports provided by AEDC, Contractor, or any of their subcontractors or consultants. CONSULTANT's coordination of its services with the services of AEDC's other consultants will be limited to that necessary for consistency of CONSULTANT's documents with those of such consultants. CONSULTANT may show justification to AEDC of changes in design from AEDC standards due to the judgment of CONSULTANT of a cost savings to AEDC and/or due to the surrounding topographic conditions. AEDC shall make the final decision after appropriate approval as to any changes. CONSULTANT is responsible for performing any and all necessary revisions made to the final evaluation due to the CONSULTANT's errors and negligent acts or omissions as well as performing any revisions resulting from CONSULTANT's delay in completing the Basic Services.

IX. **Right to Inspect Records**

CONSULTANT agrees that AEDC shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of CONSULTANT involving transactions relating to this Contract to the extent required by law. Upon reasonable request, CONSULTANT agrees that AEDC shall have access during normal working

hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. AEDC shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subconsultant agrees that AEDC shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subconsultant involving transactions to the subcontract; and further, that AEDC shall have access during normal working hours to all such subconsultant facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this paragraph. AEDC shall give any such subconsultant reasonable advance notice of intended audits.

Upon reasonable request, CONSULTANT agrees to make all such documents and records available in Portable Document Format (PDF).

X. Successors and Assigns

AEDC 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 AEDC 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 AEDC shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or Engineers, 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 AEDC for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, engineers, agents or subconsultants.

XII. INDEMNIFICATION

CONSULTANT does hereby covenant and contract to indemnify and hold harmless AEDC and all of its officials, officers, agents (but not construction contractors or other consultants), employees, and invitees, in both their public and private capacities, from any and all liability, losses and damages, including reasonable attorney fees of litigation and/or settlement, that may arise by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful

intentional act or omission of CONSULTANT as well as any negligent omission, act or error of CONSULTANT, its officials, officers, agents, employees, and invitees, or other persons for whom CONSULTANT is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of CONSULTANT and AEDC, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. Nothing in this paragraph is intended to waive any governmental immunity available to AEDC under Texas law or waive any defenses of CONSULTANT or AEDC under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against AEDC or CONSULTANT.

CONSULTANT warrants that no music, literary or artistic work, or other property protected by copyright will be reproduced or used, nor will the name of any entity protected by trademark be reproduced or used by CONSULTANT unless CONSULTANT has obtained written permission from the copyright or trademark holder as required by law, subject also to AEDC's consent. CONSULTANT covenants to comply strictly with all laws respecting copyrights, royalties, and trademarks and warrants that it will not infringe any related statutory, common law, or other right of any person or entity in performing this Contract. CONSULTANT will indemnify and hold AEDC and its officers, agents, and employees harmless from all losses, and damages (including reasonable attorney's fees) with respect to such copyright, royalty, or trademark rights to the extent caused by CONSULTANT or for whom CONSULTANT is legally liable.

The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.904 and shall be construed to that effect. The CONSULTANT, as allowed by Texas Local Gov't Code Sec. 271.904, will still name AEDC as additional insured in its General Liability Policy and provide any defense as allowed by the policy.

XIII. Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee, or representative of AEDC in the performance of this Contract. No term or provision of or act of CONSULTANT or AEDC 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, and subconsultants, and engineers as detailed in this Contract and the doctrine of respondeat superior shall not apply as between AEDC and CONSULTANT, its officers, agents, employees,

subconsultants, and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between AEDC 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 in accordance with the Standard of Care, and subject thereto, 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 AEDC shall have the right, if CONSULTANT shall not cure any such default after seven days of written notice thereof, to terminate this Contract. Any such act by AEDC shall not be deemed a waiver of any other right or remedy of AEDC.

CONSULTANT's liability arising out of or related to the Project, or this Contract shall be limited to the total compensation, expenses, and fees AEDC contracted to pay to CONSULTANT under this Contract. AEDC and CONSULTANT hereby waive special, exemplary, or consequential damages for claims or disputes arising out of or relating to this Contract. The parties agree that this mutual waiver includes, but is not limited to, waiver of damages incurred by either party for loss of income, lost profit, financing costs, loss of business, or damage to reputation.

XV.
Changes

AEDC may, from time to time, require changes in the scope of services to be performed under this Contract, including the provision of Additional Services as detailed in Exhibit A. Such changes that are mutually agreed upon by and between AEDC and CONSULTANT, shall be incorporated by written modification to this Contract.

XVI.
Mailing Address

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

Arlington Economic Development Corporation
10000 Ballpark Way, Suite 301
Arlington, Texas 76011
Attention: Marty Wieder

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

M. Arthur Gensler Jr. & Associates, Inc.
5005 Greenville Avenue
Dallas, Texas 75206
Attention: Scott Armstrong

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 by the sending party.

XVII.
Disclosure

By signing this Contract, CONSULTANT acknowledges to AEDC that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships abutting property owners. CONSULTANT further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

XVIII.
Confidential Information

The parties hereby acknowledge and agree 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. The parties 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 except to the extent required by law. As used herein, "Confidential Information" means all oral and written information concerning AEDC, its affiliates, and subsidiaries, and all oral and written information concerning AEDC, or CONSULTANT, or their 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. AEDC will not provide CONSULTANT information that is defined as personal information ("Personal Data") under applicable data privacy or protection laws ("Data Protection Laws") without written request or authorization from CONSULTANT's legal counsel, for which a non-disclosure agreement may be negotiated between the parties.

Notwithstanding any provision to the contrary in this Contract, CONSULTANT acknowledges that AEDC is subject to the Texas Public

Information Act (the “Act”), and any contracting information, communications, documents, data, or other materials created in relation to this Contract and the services performed may be subject to the Act. If AEDC is requested to disclose any information of a confidential, proprietary, or trade secret nature relating to CONSULTANT, this Contract, or any services performed pursuant to this Contract and such information is subject to, or potentially subject to an exception under the Act, then AEDC will request a Texas Attorney General Opinion and provide CONSULTANT notice of the request for information in accordance with the Act so that CONSULTANT may avail itself of any opportunities to establish reasons why the information should be withheld. The burden of establishing the applicability of exceptions to disclosure relating to CONSULTANT’s confidential, proprietary, or trade secret information resides with CONSULTANT. Should the Texas Attorney General issue an opinion that the requested information, or any part thereof, should be released, AEDC may release said information without penalty or liability, provided that the ruling is not challenged by CONSULTANT within 14 days of written notice of the final ruling, in which event, the subsequent court ruling will be followed.

XIX.
Applicable Law

The Contract is entered into subject to the Charter and ordinances of AEDC, 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.

XX.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, 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, sections, subsections, sentences, clauses, phrases, 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.
INTENTIONALLY OMITTED.

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 and Governing Law

The parties to this Contract agree and covenant that this Contract will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this Contract, the exclusive venue will lie in Tarrant County, Texas. This Contract will be governed by the laws of the State of Texas.

XXVI.
Equal Employment Opportunity

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin, or place of birth. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, age, color, religion, sex, disability, ancestry, national origin, or place of birth. This action shall include but not be limited to the following: employment; upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

XXVII.
**Procurement of Goods and Services from Arlington Businesses
and/or Historically Underutilized Businesses**

In performing this Contract, CONSULTANT agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality, and price.

As a matter of policy with respect to AEDC projects and procurements, AEDC also encourages the use, if applicable, of qualified CONSULTANTS, subconsultants, and

suppliers where at least fifty-one percent (51%) of the ownership of such CONSULTANT, subconsultant, or supplier is vested in racial or ethnic minorities or women. In the selection of subconsultants, suppliers, or other persons in organizations proposed for work on this Contract, CONSULTANT agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

The CONSULTANT agrees to provide information about its minority status at time of contract execution. CONSULTANT will also be required to submit cost information towards minority/woman-owned businesses. The information submitted is for reporting purposes only and shall include the CONSULTANT and any other firms performing work as a part of this Contract. See attached sample Prime and Subs & Minority/Women Business Enterprise (MWBE) Report form. The submitted form shall be accompanied by a copy of certification(s) for CONSULTANT and any applicable firms. CONSULTANT will be required to submit anticipated dollar amounts towards these businesses (if applicable) upon execution of the contract for this project and actual dollar amounts spent with the monthly pay request through the AEDC's Diversity Management System (B2Gnow). CONSULTANT is responsible for ensuring its employees who are processing payment requests on its company's behalf are trained on the AEDC's Diversity Management System (B2Gnow). It will be the CONSULTANT's responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

CONSULTANT shall pay its subconsultants no later than the 10th day after the date the CONSULTANT receives payment from the AEDC to the extent CONSULTANT receives payment from AEDC for its subconsultants' services. A finding of non-payment shall be a material breach of this contract. The AEDC may withhold progress payments until the CONSULTANT demonstrates timely payment due to all subconsultants. The AEDC also reserves the right to exercise other breach of contract remedies.

XXVIII.
INTENTIONALLY OMITTED.

XXIX.
No Third-Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties 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 a contractual relationship with AEDC 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 AEDC or CONSULTANT.

XXX.
Israel Provision

Pursuant to Chapter 2271 of the Texas Government Code, the CONSULTANT verifies by signing this Contract that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

XXXI.
Anti-Boycott Energy Companies Provision

Pursuant to Chapter 2276 of the Texas Government Code, CONSULTANT verifies by signing this Contract that CONSULTANT does not boycott energy companies and will not boycott energy companies during the term of this Contract.

XXXII.
Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries

Pursuant to Chapter 2274 of the Texas Government Code, CONSULTANT verifies by signing this Contract that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

XXXIII. MISCELLANEOUS.

Limitation of Construction Responsibilities. CONSULTANT will not have control over, or charge of, and will not be responsible for, construction means, methods, schedules, delays, or safety precautions and programs in connection with the Work, or AEDC's Construction Contractor's negligence or failure to perform the Work in accordance with the Construction Documents or any portion of the agreement between AEDC and its Construction Contractors.

AEDC acknowledges that CONSULTANT has no expertise in, and is not being retained for the purposes of, investigating, detecting, abating, replacing, remediating, or removing any items, products, or materials containing hazardous substances. CONSULTANT shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

Credits. CONSULTANT may, with AEDC's consent, create and use representations of the Project's design (including photographs, videos, or other media) in CONSULTANT's business and marketing activities, such as in marketing materials and competitive submissions. Unless otherwise directed by CONSULTANT, AEDC will provide professional credit for CONSULTANT in AEDC's promotional materials (except for materials used to solicit funding) for the Project.

Latent Conditions. In the event the Project includes any remodeling, alteration, or rehabilitation work, AEDC acknowledges that certain design and technical decisions will be made on assumptions based on available documents and visual observations of existing conditions.

Area Analysis. Unless this Section is explicitly superseded by further agreed terms and conditions in the Letter of Agreement or applicable Work Authorization, area measurements and calculations provided by CONSULTANT (“Measurements”) are for use in designing and constructing the Project only. Measurements will not be used for any other purpose, including negotiating, or determining rent, asset values, or legal obligations. To the extent permissible by Texas law, AEDC will indemnify CONSULTANT from third-party liabilities arising from unauthorized use of Measurements. Upon AEDC’s request, and subject to further agreed terms and conditions, CONSULTANT will provide Measurements suitable for purposes other than designing and constructing the Project as an Additional Service.

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

M. Arthur Gensler Jr. & Associates, Inc.

BY _____
Rick Ferrara
Principal

WITNESS:

**ARLINGTON ECONOMIC
DEVELOPMENT CORPORATION**

BY _____
Marty Wieder
Executive Director

ATTEST:

Alex Busken
City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, Counsel for AEDC

BY _____

THE STATE OF _____ §
 §
COUNTY OF _____ §

**CONSULTANT'S
Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (*description of identity card or other document*)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of _____ and as Principal thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2024.

Notary Public In and For
The State of Texas

My Commission Expires:

Notary's Printed Name

THE STATE OF TEXAS §
 §
 §
 §
 §
COUNTY OF TARRANT §

**ARLINGTON ECONOMIC
DEVELOPMENT CORPORATION
Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Marty Wieder**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**, a nonprofit corporation of the State of Texas, Tarrant County, Texas, and as the **Executive Director** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2024.

Notary Public In and For
The State of Texas

My Commission Expires:

Notary's Printed Name

PRIME, SUBS & MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) REPORT
 Please complete this form, include copy of certification(s) and return with executed contracts

Project Name: _____

Project No: _____ Date: _____

LEGEND

* Answer with "YES" or "NO"

AI - American Indian (AI)
 NW - Native American, Women-Owned (NW)
 AS - Asian (AS)
 AW - Asian, Women-Owned (AW)
 WO - Women-Owned (WO)

BL - Black (BL)
 BW - Black, Women-Owned (BW)
 HI - Hispanic (HI)
 HW - Hispanic, Women-Owned (HW)
 Other _____

PRIME CONTRACTOR/CONSULTANT	*Arlington Firm (Yes/No)	*MWBE (Yes/No)	TYPE (Use abbreviation in Legend)	Anticipated Amount

LIST ALL SUBS:

Name of Company & Address	Description of Work Type	*Arl. Firm (Yes/No)	*MWBE (Yes/No)	TYPE (Use Legend)	Anticipated Amount	For City's Use only Prerequisite (Yes/No/NA)



Staff Report

Arlington Economic Development Corporation - Authorization to Use the Construction Manager-at-Risk Procurement Method of Construction for the E-Space Manufacturing Facility

Arlington Economic Development Corporation Meeting Date: 07-30-2024

Document Being Considered: Resolution

RECOMMENDATION

Approve a resolution authorizing the use of the Construction Manager-at-Risk procurement method of construction for the E-Space manufacturing facility.

PRIOR BOARD OR COUNCIL ACTION

On April 16, 2024, following a public hearing, the Arlington Economic Development Corporation Board of Directors approved Resolution No. 24-005 authorizing the execution of a Master Agreement with espace Inc. and the City of Arlington, relative to the establishment of a North American headquarters and manufacturing facility at the Arlington Municipal Airport.

On April 23, 2024, City Council approved Resolution No. 24-108 authorizing the execution of a Master Agreement with espace Inc. and the Arlington Economic Development Corporation, relative to the establishment of a North American headquarters and manufacturing facility at the Arlington Municipal Airport.

On June 5, 2024, the Arlington Economic Development Corporation Board of Directors approved Resolution No. 24-007 authorizing the execution of a professional services contract for the E-Space project manager with Hill Building Group, LLC, of Arlington, Texas, in an amount not to exceed \$226,800.

ANALYSIS

In a public-private partnership with espace Inc. (E-Space), the City of Arlington (City) and the Arlington Economic Development Corporation (AEDC) are continuing to build on economic momentum and leverage assets at the Arlington Municipal Airport (Airport). E-Space is a start-up global telecommunications and satellite manufacturer founded in 2022. They will establish a North American headquarters and develop up to 750,000 square feet of manufacturing and office space in Arlington.

The Phase I facilities covered under the proposed design contract are on the west side of the Airport and include an approximately 250,000 square foot manufacturing and office facility, an approximately 40,000 square foot hangar, an airport access road, and an aircraft parking apron. Once design of Phase I is complete and cost estimates have been developed, the AEDC and E-Space will make a determination on whether to move into the construction phase.

The Construction Manager-at-Risk (CMAR) delivery method of facility construction is authorized under Chapter 2269 of the Texas Government Code. The CMAR in will enter in the construction phase to provide construction services for the planned E-Space North American headquarters, manufacturing facility, and hangar space, if approved by the AEDC

based cost estimates. The construction manager-at-risk will work with the design professionals to determine best methods for carrying out the work and to provide value engineering and constructability reviews of the design documents prior to providing a guaranteed maximum price, thus reducing the likelihood of design errors and costly change orders during construction.

The CMAR delivery method has significant advantages for projects where adherence to an aggressive schedule is a priority. For the E-Space project, Hill Building Group (the facility project managers) estimates that using a CMAR delivery method can save up to five months on the total project schedule.

FINANCIAL IMPACT

There is no financial impact associated with this action. Staff will return to the Arlington Economic Development Corporation and City Council with a contract that will identify pre-construction costs for this project at a later date.

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the Purchasing Division:	None
MWBE:	None

STAFF CONTACT(S)

Lyndsay Mitchell, AICP, CPM
Director of Strategic Initiatives
817-459-6653
Lyndsay.Mitchell@arlingtontx.gov

Marty Wieder, AICP
AEDC Executive Director
817-459-6432
Marty.Wieder@arlingtontx.gov

Vanessa Canela
Sr. Purchasing Agent
817-459-6321
Vanessa.Canela@arlingtontx.gov

April Nixon
Director of Finance
817-456-6345
April.Nixon@arlingtontx.gov

ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
Resolution No. _____

A resolution of the Board of Directors authorizing the Executive Director to use the Construction Manager-at-Risk procurement method of construction services for the planned E-Space manufacturing facility at Arlington Municipal Airport.

WHEREAS, Chapter 2269 of the Texas Government Code authorizes municipalities to use certain alternative project delivery methods, including Construction Manager-at-Risk, when entering into a contract for the construction of a facility; and

WHEREAS, Section 2269.056 of the Texas Government Code requires that a governing body that is considering a construction contract using a method specified under Chapter 2269 other than competitive bidding to determine, prior to advertising the project, which method provides the best value for the municipality; and

WHEREAS, the Construction Manager-at-Risk delivery method is authorized under Section 2269.251 of the Texas Government Code for the construction of facilities and improvements to real property; and

WHEREAS, selection of a Construction Manager prior to completion of the final design documents allows for value engineering and constructability reviews throughout the design process, thus reducing the likelihood of design errors and costly change orders during construction; and

WHEREAS, it does not eliminate the requirement for competitive bidding, but allows for bidding by each type of work rather than a single bid for the entire project; and

WHEREAS, this method has proven to result in lower overall project cost and more timely project completion; NOW THEREFORE

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ARLINGTON ECONOMIC DEVELOPMENT CORPORATION:

I.

That the Board of Directors of the Arlington Economic Development Corporation hereby finds that the Construction Manager-at-Risk procurement method of construction services provides the best value for the AEDC relative to the planned E-Space manufacturing facility at Arlington Municipal Airport, and hereby authorizes the Executive Director or his designee to proceed with such procurement.

PRESENTED AND PASSED on this the ____ day of _____, 2024, by a vote of ____ ayes and ____ nays at a regular meeting of the Board of Directors of the Arlington Economic Development Corporation.

Michael Jacobson, President

ATTEST:

Martha Garcia, Acting Assistant Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, Counsel for the
Arlington Economic Development
Corporation

BY Jonathan Moss

Staff Report



Arlington Economic Development Corporation - Professional Services Contract for the AEDC Welcome Center Conceptual Design	
--	--

AEDC Meeting Date: 07-30-2024	Document Being Considered: Resolution
-------------------------------	---------------------------------------

RECOMMENDATION

Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation to execute a professional services contract for the conceptual design of the Arlington Economic Development Corporation Welcome Center at Choctaw Stadium, with Selbert Perkins Design, Inc., of Playa Del Rey, California, in an amount not to exceed \$106,700.

PRIOR BOARD OR COUNCIL ACTION

None

ANALYSIS

This professional services contract is for conceptual design services for the new Arlington Economic Development Corporation (AEDC) 'welcome center', a facility intended to showcase the economic, locational, and other advantages of the City of Arlington to assist with recruiting economic development prospects and hosting official City visitors. It is expected to be state-of-the-art and feature impactful design, interactive technology, and meeting space to host business prospects, dignitaries, and other important guests of the City. After conceptual design is complete, the AEDC is expected to complete further procurement processes for design development and construction of the facilities.

An evaluation team comprised of Strategic Initiatives, Economic Development Corporation, Asset Management, and Office of Business Diversity personnel evaluated the submittals based on weighted criteria which included project approach, management plan, qualifications of staff, and project experience.

RFQ closed:	April 18, 2024 at 2:00 p.m.
Vendors notified through IonWave:	979
MWBE Vendors notified through IonWave:	332
Vendors responding to RFP request:	8
MWBE vendors responding to RFP request:	3
MWBE:	Yes; WO
Procurement Method:	Request for Qualifications

Firm	Classification
Selbert Perkins Design, Inc. Playa Del Rey, California	WO
Syfer Design, LLC Arlington, Texas	AS
Quorum Architects Fort Worth, Texas	None
LBL Architects Arlington, Texas	BL
GSBS Architects Fort Worth, Texas	None

Parkhill, Smith & Cooper, Inc. Lubbock, Texas	None
The Bubble Arlington, Texas	None
Hohe Design Group, LLC Dallas, Texas	HI

Upon completion of the evaluation process, it was determined that the qualifications submitted by Selbert Perkins Design, Inc., were the most qualified for the City considering the evaluation criteria. Selbert Perkins Design, Inc., has over 30 years of experience in graphic and environmental design and has completed several projects in Arlington, including interiors for Texas Live!, Live! by Loews Hotel, and the Loews Arlington Hotel.

Under the professional services contract, Selbert Perkins Design, Inc., will work with City and the AEDC to develop the conceptual design for the welcome center. Once the City and AEDC provide feedback, Selbert Perkins Design, Inc., will develop a Concept Master Plan in conjunction with the AEDC. Selbert Perkins Design, Inc., will be paid for time and expenses involved in the creation of the Concept Master Plan, with the total not to exceed \$106,700.

Name of Prime Vendor	Selbert Perkins Design, Inc.
Total Contract Value	\$106,700
Prime Vendor's MWBE Status	WO
Dollar Amount of Prime Vendor's Self-Performance	\$106,700
Percentage Amount of Prime Vendor's Self-Performance	100%
Total MWBE Participation	\$106,700 (100%)

The Office of Business Diversity recommended the citywide aspirational 30% MWBE participation on this contract. Selbert Perkins Design, Inc., will be exceeding the goal by self-performing the work as a MWBE Prime.

FINANCIAL IMPACT

The projected financial impact for this contract is as follows:

<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
\$106,700	\$0	\$0

Funding is available in the AEDC Professional Service Account No. CC973010-SC0583.

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the Purchasing Division:	Contract File
Form 1295:	Requested
MWBE:	No

STAFF CONTACTS

Lyndsay Mitchell, AICP, CPM
Director of Strategic Initiatives
817-459-6653
Lyndsay.Mitchell@arlingtontx.gov

Vanessa Canela
Sr. Purchasing Agent
817-459-6321
Vanessa.Canela@arlingtontx.gov

Marty Wieder, AICP
AEDC Executive Director
817-459-6432
Marty.Wieder@arlingtontx.gov

April Nixon
Director of Finance
817-456-6345
April.Nixon@arlingtontx.gov

ARLINGTON ECONOMIC DEVELOPMENT CORPORATION

Resolution No. _____

A resolution of the Board of Directors authorizing the Executive Director to execute a Professional Services Contract for the Conceptual Design of the Arlington Economic Development Corporation Welcome Center at Choctaw Stadium with Selbert Perkins Design Inc., in an amount not to exceed \$106,700

WHEREAS, the Arlington Economic Development Corporation (“AEDC”) is a Type B economic development corporation, created pursuant to Chapters 501, 502, 504, and 505 of the Texas Local Government Code, as amended; and

WHEREAS, AEDC desires to create an AEDC Welcome Center intended to showcase the economic, locational, and other advantages of the City of Arlington to assist with recruiting economic development prospects; and

WHEREAS, the Welcome Center is expected to be state-of-the-art and feature impactful design, interactive technology, and meeting space to host business prospects, dignitaries, and other important guests of the City; and

WHEREAS, AEDC desires to obtain a Professional Service Contract for the Architectural Design of the Arlington Economic Development Welcome Center at Choctaw Stadium; and

WHEREAS, Selbert Perkins Design, Inc. is a firm qualified to provide such services and is willing to undertake such services for AEDC in exchange for fees hereinafter specified; NOW THEREFORE,

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ARLINGTON ECONOMIC DEVELOPMENT CORPORATION:

I.

That the Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute a Professional Services Contract between the Arlington Economic Development Corporation and Selbert Perkins Design, Inc., relative to the Conceptual Design of the Arlington Economic Development Corporation Welcome Center at Choctaw Stadium in an amount not to exceed \$106,700. Funds are budgeted in AEDC Professional Service Account No. CC973010-SC0583.

II.

A substantial copy of the Professional Services Contract is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the ____ day of _____, 2024,
by a vote of ____ ayes and ____ nays at a regular meeting of the Board of Directors of the
Arlington Economic Development Corporation.

Michael Jacobson, President

ATTEST:

Martha Garcia, Acting Assistant Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, Counsel for the
Arlington Economic Development
Corporation

BY Jonathan Moss

[Professional Services Contract]

THE STATE OF TEXAS §
§
§
§
COUNTY OF TARRANT §

**Professional Service Contract for
the Arlington Economic
Development Welcome Center**
Conceptual Design

THIS CONTRACT is entered into on this 7th day of **August 2024**, by and between the **ARLINGTON ECONOMIC DEVELOPMENT CORPORATION** (hereinafter referred to as “**AEDC**”), a Texas non-profit corporation acting by and through its authorized officer and **Selbert Perkins Design Inc.**, (hereinafter referred to as “**CONSULTANT**”) whose address is 432 Culver Blvd., Playa Del Rey, CA 90293.

WITNESSETH:

WHEREAS, AEDC desires to obtain a Professional Service Contract for the Architectural Design of the Arlington Economic Development Welcome Center ; and

WHEREAS, CONSULTANT is a firm qualified to provide such services and is willing to undertake such services for AEDC 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 all services under this Contract with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license, and as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Pursuant to Section 271.904, Nothing herein shall be construed to require CONSULTANT to perform beyond the statutory standard of care.

II.
Scope of Services

CONSULTANT shall perform such services as are necessary to provide professional architectural design services for the Arlington Economic Development Welcome Center, and hereinafter referred to as the "Project." Project shall specifically include, but not necessarily be limited to, the tasks enumerated more fully in **Exhibit "A"** to this Contract. Exhibit "A" is incorporated herein by reference and made a part hereof as if written word for word. However, in the event of any discrepancy or conflict in the language of Exhibit "A" and this

Contract, the terms and conditions of this Contract shall be given priority as to interpretation and effect.

III.
Compensation to CONSULTANT
Compensation

CONSULTANT shall submit monthly statements for services rendered and AEDC shall make payments in the amount shown by CONSULTANT's approved statements and other documentation submitted.

AEDC agrees to pay to CONSULTANT for satisfactory completion of all Services provided in Exhibit A, included in this Contract in an amount not to exceed **One Hundred and Six Thousand, Seven Hundred Dollars (\$106,700)**. In the cases where additional tasks are requested, CONSULTANT will not initiate work until authorized by AEDC in writing to proceed with modification(s) pursuant to Section XV of this Contract.

AEDC shall not be required to pay any amount in excess of the original amount, including Reimbursement Expenses, unless AEDC shall have approved in writing in advance (prior to reimbursement of expenses, the performance of additional work or Additional Services, detailed in Exhibit A) the payment of additional amounts. If at any time it becomes evident that the cost estimates provided to AEDC will not be sufficient to complete the authorized work, CONSULTANT will immediately notify AEDC in writing of said fact.

IV.
Term

This Contract shall commence on August 7, 2024, and shall continue until the day architectural drawings for the Project are delivered to the AEDC or August 6, 2025, whichever date is earlier, unless terminated earlier in accordance with the provisions of this Contract.

V.
Contract Termination Provision

This Contract may be canceled or terminated at any time by the AEDC with or without cause by providing the other party thirty (30) days written notice of such termination. Upon receipt of such notice, all work and labor being performed shall immediately cease, pending final cancellation at the end of such thirty (30) day period. CONSULTANT shall be compensated in accordance with the terms of this Contract for all work accomplished prior to the receipt of notice of such termination.

VI.
Ownership of Documents

All materials and documents prepared or assembled by CONSULTANT under this Contract shall become the sole property of AEDC and shall be delivered to AEDC without restriction on future use. CONSULTANT may retain in its files, copies of all legislative material, 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.

VII.
Insurance

- A. CONSULTANT shall, at its own expense, purchase, maintain, and keep in force during the term of this Contract such insurance as set forth below. CONSULTANT shall not commence work under this Contract until CONSULTANT has obtained all the insurance required under this Contract and such insurance has been approved by AEDC, nor shall CONSULTANT allow any subconsultant to commence work on its own subcontract until all similar insurance of the subconsultant has been obtained and approved. All insurance policies provided under this Contract shall be written on an “occurrence” basis, except for professional liability which shall be on a “claims made” basis. The insurance requirements shall remain in effect throughout the term of this Contract.
1. Worker's Compensation Insurance, statutory limits as provided by law; Employers Liability Insurance of not less than \$1,000,000.00 for each accident, \$1,000,000.00 disease-each employee, \$1,000,000.00 disease-policy limit.
 2. Commercial General Liability Insurance, including Independent Contractor's Liability, Completed Operations, and Contractual Liability, covering but not limited to the indemnification provisions of this Contract, fully insuring CONSULTANT's liability for injury to or death of employees of AEDC and third parties, extended to include personal injury liability coverage and for damage to property of third parties, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence and \$2,000,000 aggregate.
 3. Commercial Automobile and Truck Liability Insurance, covering owned, hired, and non-owned vehicles, with a combined bodily injury and property damage limit of \$1,000,000.00 per occurrence; or separate limits of \$250,000 for bodily injury (per person), \$500,000 bodily injury (per accident), and \$100,000 for property damage.
 4. Professional Liability Insurance: CONSULTANT shall obtain and maintain at all times during the prosecution of the work under this Contract professional liability insurance. Limits of liability shall be \$1,000,000.00 per claim and \$2,000,000 aggregate. CONSULTANT must

maintain this policy for a period of two (2) years after the completion of the Project or shall purchase the extended reporting period or “tail” coverage insurance providing equivalent coverage for the same period of time.

5. Umbrella or Excess Liability: \$2,000,000.00 per occurrence and aggregate.
- B. Each insurance policy to be furnished by CONSULTANT shall include the following conditions by endorsement to the policy:

1. Name AEDC as an additional insured as to all applicable coverage, except worker’s compensation and professional liability insurance;
2. Each policy will require that thirty (30) days prior to cancellation, notice thereof shall be given to AEDC to:

Arlington Economic Development Corporation
C/O City of Arlington – Risk Management MS# 63-0790
Post Office Box 90231
Arlington, Texas 76004-3231

However, if the policy is canceled for nonpayment of premium, only ten (10) days advance written notice to AEDC is required.

CONSULTANT shall also notify AEDC within twenty-four (24) hours after receipt of any notices of expiration, cancellation, nonrenewal, or any material change in coverage it receives from its insurer(s);

3. The term “Owner” or “AEDC” shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of AEDC and the individual members, employees, and agents thereof in their official capacities, and/or while acting on behalf of AEDC;
 4. The policy phrase “Other Insurance” shall not apply to AEDC where AEDC is an additional insured on the policy; and
 5. All provisions of the Contract concerning liability, duty, and standards of care together with the indemnification provision shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- C. Concerning insurance to be furnished by CONSULTANT, it is a condition precedent to acceptability thereof that:
1. Any policy submitted shall not be subject to limitations, conditions or restrictions deemed inconsistent with the intent of the insurance requirements to be fulfilled by CONSULTANT. AEDC’s decision(s) thereon shall be final;

2. All policies are to be written through companies duly approved to transact that class of insurance in the State of Texas; and
3. The General and Automobile liability policies required herein shall be written with an “occurrence” basis coverage trigger.

D. CONSULTANT agrees to the following:

1. CONSULTANT hereby waives subrogation rights for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against AEDC, it being the intention that the insurance policies shall protect all parties to this Contract and be primary coverage for all losses covered by the policies;
2. Companies issuing the insurance policies and CONSULTANT shall have no recourse against AEDC for payment of any premiums, or assessments for any deductible, as all such premiums are the sole responsibility and risk of CONSULTANT;
3. Approval, disapproval, or failure to act by AEDC regarding any insurance supplied by CONSULTANT (or any subconsultants) shall not relieve CONSULTANT of full responsibility or liability for damages and accidents as set forth in the Contract Documents. Neither shall the insolvency or denial of liability by the insurance company exonerate CONSULTANT from liability; and,
4. No special payments shall be made for any insurance that the CONSULTANT and subconsultants are required to carry; all are included in the contract price and the contract unit prices.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

VIII.

CONSULTANT’s Coordination with AEDC

CONSULTANT shall hold periodic conferences with AEDC so that the Services can be performed with the full benefit of the AEDC’s experience and knowledge of existing needs and facilities and be consistent with current policies and construction standards. AEDC shall make available to CONSULTANT all existing plans, maps, field notes, and other data in its possession relative to the Services. CONSULTANT may show justification to AEDC of changes in design from AEDC standards due to the judgment of CONSULTANT of a cost savings to AEDC and/or due to the surrounding topographic conditions. AEDC shall make the final decision after appropriate approval as to any changes. CONSULTANT is held responsible by AEDC for any and all necessary revisions made to the final evaluation due to the CONSULTANT’s errors and

negligent acts or omissions as well as any change in topographic conditions resulting from CONSULTANT's delay in completing the final Services.

IX.
Right to Inspect Records

CONSULTANT agrees that AEDC shall, until the expiration of three (3) years after final payment under this Contract, 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 AEDC shall have access during normal working hours to all necessary CONSULTANT facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. AEDC shall give CONSULTANT reasonable advance notice of intended audits.

CONSULTANT further agrees to include in subcontract(s), if any, a provision that any subconsultant agrees that AEDC shall, until the expiration of three (3) years after final payment under any subcontract, have access to and the right to examine any directly pertinent books, documents, papers and records of such engineer or subconsultant involving transactions to the subcontract; and further, that AEDC shall have access during normal working hours to all such subconsultant facilities and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this paragraph. AEDC shall give any such subconsultant reasonable advance notice of intended audits.

CONSULTANT agrees to make all documents and records available in Portable Document Format (PDF) to comply with Texas Government Code Section 2252.907.

X.
Successors and Assigns

AEDC 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 AEDC 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 AEDC shall not constitute nor be deemed a release of the responsibility and liability of CONSULTANT, its employees, associates, agents or Engineers, 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 AEDC for any defect in the designs, working drawings, specifications or other documents and work prepared by said CONSULTANT, its employees, associates, engineers, agents or subconsultants.

XII.
INDEMNIFICATION

CONSULTANT does hereby covenant and contract to indemnify and hold harmless AEDC and all of its officials, officers, agents, employees and invitees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including reasonable attorney fees of litigation and/or settlement, that may arise by reason of death of or injury to persons or damage to or loss of use of property occasioned by any wrongful intentional act or omission of CONSULTANT as well as any negligent omission, act or error of CONSULTANT, its officials, officers, agents, employees and invitees, or other persons for whom CONSULTANT is legally liable with regard to the performance of this Contract, whether said negligence is sole negligence, contractual comparative negligence, concurrent negligence or any other form of negligence. In the event of joint or concurrent negligence of CONSULTANT and AEDC, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas. Nothing in this paragraph is intended to waive any governmental immunity available to AEDC under Texas law or waive any defenses of CONSULTANT or AEDC under Texas law. This paragraph shall not be construed for the benefit of any third party, nor does it create or grant any right or cause of action in favor of any third party against AEDC or CONSULTANT.

CONSULTANT warrants that no music, literary or artistic work or other property protected by copyright will be reproduced or used, nor will the name of any entity protected by trademark be reproduced or used by CONSULTANT unless CONSULTANT has obtained written permission from the copyright or trademark holder as required by law, subject also to AEDC's consent. CONSULTANT covenants to comply strictly with all laws respecting copyrights, royalties and trademarks and warrants that it will not infringe any related statutory, common law or other right of any person or entity in performing this Contract. CONSULTANT will indemnify and hold AEDC and its officers, agents and employees harmless from all claims, losses and damages (including reasonable attorney's fees) with respect to such copyright, royalty or trademark rights to the extent caused by CONSULTANT or for whom CONSULTANT is legally liable.

The provisions of this section are intended to only provide indemnification to the extent allowed by Texas Local Gov't Code Sec. 271.904 and shall be construed to that effect. The CONSULTANT as allowed by Texas Local Gov't Code Sec. 271.904 will still name AEDC as additional insured in its General Liability Policy and provide any defense as allowed by the policy.

XIII.
Independent Contractor

CONSULTANT's status shall be that of an Independent Contractor and not an agent, servant, employee, or representative of AEDC in the performance of this Contract. No term or provision of or act of CONSULTANT or AEDC 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, CONSULTANTS, subconsultants, and engineers and the doctrine of respondeat superior shall not apply as between AEDC and CONSULTANT, its officers, agents, employees, CONSULTANTS, subconsultants, and engineers, and nothing herein shall be construed as creating a partnership or joint enterprise between AEDC 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 AEDC shall have the right, if CONSULTANT shall not cure any such default after twenty-four hours of written or verbal notice thereof, to terminate this Contract. Any such act by AEDC shall not be deemed a waiver of any other right or remedy of AEDC. If after exercising any such remedy due to CONSULTANT's nonperformance under this Contract, the cost to AEDC 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 AEDC for such excess. CONSULTANT's liability under this provision shall be limited to the total dollar amount of this Contract.

XV.
Changes

AEDC 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 AEDC and CONSULTANT and shall be incorporated by written modification to this Contract.

XVI.
Mailing Address

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

Arlington Economic Development Corporation
10000 Ballpark Way, Suite 301

Arlington, Texas 76011
Attention: Marty Wieder

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

Selbert Perkins Design Inc.
210 W. Main Street, Suite 1
Barrington, IL 60010
Attention: Sharon Brooks

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 by the sending party.

XVII.
Disclosure

By signing this Contract, CONSULTANT acknowledges to AEDC that it has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed Project and business relationships abutting property owners. CONSULTANT further agrees that it will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this Contract and prior to final payment under the Contract.

XVIII.
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 AEDC, its affiliates, and subsidiaries, and all oral and written information concerning AEDC 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.

XIX.
Applicable Law

The CONTRACT is entered into subject to the Arlington AEDC Charter and ordinances of AEDC, 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 Tarrant County, Texas, for all purposes, including performance and execution.

XX.
Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, 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, sections, subsections, sentences, clauses, phrases, 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 AEDC 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 Arlington, Texas; and that if legal action is necessary to enforce this Contract, the exclusive venue will lie in Tarrant County, Texas.

XXVI.
Equal Employment Opportunity

CONSULTANT shall not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, disability, ancestry, national origin, or place of birth. CONSULTANT shall take affirmative action to ensure that applicants are employed and that employees are treated during their employment, without regard to their race, age, color, religion, sex, disability, ancestry, national origin, or place of birth. This action shall include but not be limited to the following: employment; upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

XXVII.
**Procurement of Goods and Services from Arlington Businesses
and/or Historically Underutilized Businesses**

In performing this Contract, CONSULTANT agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality, and price.

As a matter of policy with respect to AEDC projects and procurements, AEDC also encourages the use, if applicable, of qualified CONSULTANTs, subconsultants, and suppliers where at least fifty-one percent (51%) of the ownership of such CONSULTANT, subconsultant, or supplier is vested in racial or ethnic minorities or women. In the selection of subconsultants, suppliers, or other persons in organizations proposed for work on this Contract, CONSULTANT agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this Contract.

XXVIII.
MWBE Program Post Award Compliance

It is the AEDC's policy to remove all barriers for MWBEs to compete and create a level playing field for MWBEs to participate in AEDC contracts and related subcontracts.

The CONSULTANT specifically shall comply with all applicable provisions of the AEDC's Minority & Woman Business Enterprise Policy and Procedures Manual ("MWBE Policy and Procedures") and any amendments. MWBE and non-MWBE subconsultants also agree to comply with all applicable provisions of the AEDC's MWBE Policy and Procedures and any amendments. The AEDC's MWBE Policy and Procedures and any amendments thereto are incorporated by reference herein as though written word for word. The CONSULTANT shall insert the substance of this provision in all subcontracts and purchase orders.

The CONSULTANT shall appoint a high-level official with decision-making capabilities for the CONSULTANT to administer and coordinate the CONSULTANT's efforts to carry out the requirements and provisions of the AEDC's MWBE Policy and Procedures and its Contractual commitments.

The AEDC reaffirms that it will not, nor will its CONSULTANTS, discriminate based on race, age, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, gender, disability, or place of birth in the award and performance of contracts.

Every locally funded contract will be evaluated by the AEDC to determine the appropriate method for enhancing MWBE participation, including progress towards the achievement of the annual aspirational MWBE goal and other program objectives.

Procedures for implementation, including good faith efforts requirements, information submitted with bid proposals, reporting procedures, etc., shall be consistent with the procedures utilized in the AEDC's MWBE Policy & Procedures Manual.

The AEDC will recognize MWBE companies that have received one or more certifications from the following organizations:

- North Central Texas Regional Certification Agency (NCTRCA),
- State of Texas Historically Underutilized Business (HUB),
- Texas Department of Transportation (TxDOT),
- DFW Minority Supplier Development Council (MSDC), and
- Woman's Business Council Southwest.

The AEDC reserves the right to review, accept or reject any certification from agencies not listed.

The CONSULTANT agrees to provide information about its minority status at time of contract execution. CONSULTANT will also be required to submit cost information towards minority/woman-owned businesses. The information submitted is for reporting purposes only and shall include the CONSULTANT and any other firms performing work as a part of this Contract such as surveying

services. See attached sample Prime and Subs & Minority/Women Business Enterprise (MWBE) Report form. The submitted form shall be accompanied by a copy of certification(s) for CONSULTANT and any applicable firms. CONSULTANT will be required to submit anticipated dollar amounts towards these businesses (if applicable) upon execution of the contract for this Project and actual dollar amounts spent with the monthly pay request through the AEDC's Diversity Management System (B2Gnow). CONSULTANT is responsible for ensuring its employees who are processing payment requests on its company's behalf are trained on the AEDC's Diversity Management System (B2Gnow). It will be the CONSULTANT's responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

CONSULTANT shall pay its subconsultants no later than the 5th business day after the date the CONSULTANT receives payment from the AEDC. A finding of non-payment shall be a material breach of this contract. The AEDC may withhold progress payments until the CONSULTANT demonstrates timely payment due to all subconsultants. The AEDC also reserves the right to exercise other breach of contract remedies.

The failure by the CONSULTANT to carry out the requirements of the MWBE Policy and Procedures is a material breach of the Contract and may result in the termination of the Contract or such other remedies as the AEDC deems appropriate. Violation of MWBE Policies and Procedures, or contractual obligations, may result in one or more of the following sanctions:

1. Administrative Warning: Issued for first-time violations or minor violations.
2. Withholding of funds payable under the Contract, including, but not limited to, funds payable for work self-performed by the CONSULTANT.
3. Temporarily suspending, at no cost to the AEDC, CONSULTANT's performance under the Contract.
4. Termination of the Contract.
5. Suspension/debarment of a CONSULTANT for a period of time from participating in any solicitations issued by the AEDC.

XXIX.

No Third-Party Beneficiary

For purposes of this Contract, including its intended operation and effect, the parties 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 a contractual relationship with AEDC 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 AEDC or CONSULTANT.

XXX.
Israel Provision

Pursuant to Chapter 2271 of the Texas Government Code, the CONSULTANT verifies by signing this Contract that the Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

XXXI.
Anti-Boycott Energy Companies Provision

Pursuant to Chapter 2276 of the Texas Government Code, CONSULTANT verifies by signing this Contract that CONSULTANT does not boycott energy companies and will not boycott energy companies during the term of this Contract.

XXXII.
Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries

Pursuant to Chapter 2274 of the Texas Government Code, CONSULTANT verifies by signing this Contract that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and that it will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

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

SELBERT PERKINS DESIGN, INC.

BY _____
CEO

WITNESS:

**ARLINGTON ECONOMIC
DEVELOPMENT CORPORATION**

BY _____
Marty Wieder
Executive Director of AEDC

ATTEST:

Martha Garcia
Acting City Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, Counsel for AEDC

BY _____

THE STATE OF _____ §
 COUNTY OF _____ §

**CONSULTANT'S
Acknowledgment**

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, known to me (or proved to me on the oath of _____ or through _____ (description of identity card or other document)) to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of _____ and as Principal thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2024.

 Notary Public In and For
 The State of Texas

 My Commission Expires:

 Notary's Printed Name

THE STATE OF TEXAS §
 COUNTY OF TARRANT §

§ **ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**
Acknowledgment

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Marty Wieder**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act and deed of the **ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation of the State of Texas, Tarrant County, Texas, and as the **Executive Director of AEDC** thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2024.

 Notary Public In and For
 The State of Texas

 My Commission Expires:

 Notary's Printed Name

**Selbert
Perkins
Design.**

June 26, 2024

CITY OF ARLINGTON, TX Economic Development Corporation

REQUEST FOR PROPOSAL



Contents.

1. Firm Description	4-5
2. Project Team	6-11
3. Work Plan	12-20
4. Comparable Projects	21-41
5. References	42-43

Thank you for inviting us to submit our proposal to transform the existing Economic Development Corporation (EDC) showroom space into a newly renovated immersive experience. It was a pleasure meeting with you last week in the space. We understand the desire is to highlight the City of Arlington through interesting and interactive exhibits, allowing the space to become a visionary tool for bringing economic development to the City. Our team will be a collaborative consultant providing design services for an experience master plan that sets the stage, that will allow these visions to come to life for the EDC Showroom.

Selbert Perkins Design, **WBE** has extensive experience creating branded environmental graphics that use signage, art, storytelling, exhibits, placemaking, and more to create a clear and compelling sense of place. Our multi-disciplinary approach and in-depth experience developing unique identities for; corporate/commercial clients, retail and entertainment - large urban developments, cities, campuses, and districts, mixed-use residential and/or hospitality campus' means an integrated process and easy transition into a total user experience. Our work over the years in Arlington, TX has been plentiful from the Dallas Cowboys to Texas Live! - we have a passion for your great city!

We believe that "every place has a story, and every story has a place"TM. By creating a unique visitor experience within the showroom, we will undoubtedly reinforce the EDC's goals of securing Arlington's position as a major activity hub in the Metroplex.

We are excited about the opportunity to work with you on this exciting project.

Best regards,



John Lutz
Partner
312.523.4443
jlutz@selbertperkins.com

1

Firm Description.

LL	1	2	3	4	5	6
Cash Workshops Cash Shop Staff Cashier Cash Manager Cashier Supervisor Cashier Aide Business Lobby	Main Lobby Ticket Office Security Office Museum Shop Museum Café Cash Clerk Wall of Names	Orientation Theater Empire Lobby Empire Hall	Highlighting Jewish Life 8 Days of Creation Shabbat Jewish Holidays Yeshiva Suppermarket Yeshiva Studies World of Good	A Voyage Through History Yeshiva Time in Noah's Ark Patriarchs and Matriarchs M. Shai Experience Temple and Solomon Land of Israel Sages Through the Ages Jewish World Today The Holocaust One Good Deed	Miniature Golf Gallery of Games Changing Exhibitions Tziva Rebenn Offices	Museum Administration Museum Offices Conference Rooms



About Selbert Perkins

**Every place has a story,
every story has a place.™**

Selbert Perkins Design (SPD) is a multidisciplinary, international design firm specializing in wayfinding, placemaking, and place branding. SPD has offices in Boston, Chicago, Los Angeles, and Shanghai with a combined staff of 40.

For over three decades SPD has collaborated with owners, developers, architects, cities and towns around the world to create iconic landmarks and gateways, branded environments, signage and wayfinding master plans, public art and placemaking elements. We work collaboratively to discover strategic solutions to improve the user-experience, make spaces more legible and memorable, and create moments of delight.

Design Services

- Wayfinding Systems
- Signage Design
- Murals and Graphics
- Immersive Experience Design
- Media Integration
- Master Planning
- Community Engagement
- Logos and Identity Design
- Brand Roll-outs
- Print and Digital Mapping
- Placemaking
- Public Art & Sculpture

Firm History

- 1982 - Clifford Selbert Design office opened Cambridge, Massachusetts office
- 1992 - Opened California office
- 1996 - Incorporated as Selbert Perkins Design
- 2003 - LA office becomes certified WBE firm
- 2006 - Chicago office opened
- 2008 - Shanghai office opened

Contact

John Lutz, Partner
jlutz@selbertperkins.com
C: 312.523.4443
O: 312.876.1839

Sharon Brooks, Principal
sbrooks@selbertperkins.com
C: 317-755-9660
O: 312.876.1839

Visit us at: selbertperkins.com

2

Project Team.



Street in
families
the first to
tal care.



1940s

Blue Shield is founded with a loan from the Massachusetts Medical Society. It's the first in Massachusetts to offer pre-paid coverage for doctor visits.

1950s

Blue Shield becomes the first health plan to offer hospital and medical services in the same policy with one premium rate.

1960s

Blue Shield becomes the first health plan to offer dental coverage.

1970s

Blue Shield becomes the first health plan to offer vision coverage.

1980s

Blue Shield becomes the first health plan to offer long-term care coverage.

1990s

Blue Shield becomes the first health plan to offer prescription drug coverage.

Project Team

The SPD team includes executive management overview, as well as strategic and design management staff that direct daily project activities.



John Lutz Partner / Creative Director

John will be the strategic and conceptual leader for the project. With extensive national and international project experience across multiple market sectors, John will guide the vision and lead all SPD team efforts.



Chris Wong Principal In Charge / Project Manager

Chris will provide additional strategic and creative direction towards the collaborative efforts of the design team – facilitating concept & design development, managing project schedules & delivery. Chris will serve as the primary client contact.



Varsha Sheth Design Director

Varsha will guide the designers under Chris' direction and assist the creative team with initial conceptual approaches through final design documentation & implementation. The Senior Designers will often serve as secondary points of contact for the client.



Eain Lopez Designer

Eain will also support the creative development of the entire project from initial conceptual approaches through final design documentation & implementation. The Designers will often serve as an additional contact for the client.



John Lutz

Partner

John runs the Chicago office of Selbert Perkins Design and brings to SPD the ability to turn verbal concepts into powerful graphic identities and dynamic communications programs. John has been an integral part of the SPD team for over 28 years. Deeply committed to a project's success, John's remarkable creativity and diligence have resulted in bold, unique design solutions that consistently exceed client expectations. John takes a sculptural approach to his experiential work, creating systems that provide both visual drama and effective communication, and he brings imagination and creative energy to all of his projects. John served on the Society of Experiential Graphic Designer's (SEGD) Board of Directors from 2010-2019, as Vice President in 2014-2015 and as President in 2016-2017.

Education

University of Cincinnati
Bachelor of Science

Received Professional
Practice Award in
Graphic Design

Years of Experience

28 Years with SPD

28 Years Total

Affiliations

Society for Experiential
Graphic Design
(SEGD), Member

Relevant Experience

- AT&T Stadium, Arlington, TX
- Globe Life Field, Arlington, TX
- Live! by Loews Hotel, Arlington, TX
- Loews Ocho Hotel, Arlington, TX
- Spark Arlington, Arlington, TX
- Texas Live!, Arlington, TX
- The Loop at Johnson Creek, Arlington, TX
- One Rangers Way, Arlington, TX
- The Battery, Atlanta, GA
- St. Louis Ballpark Village, St. Louis, MO
- Big Ten Network, Chicago, IL
- The District Detroit, MI
- U.S. Bank Stadium, Minneapolis, MN
- T-Mobile Arena, Las Vegas, NV
- Fourth Street Live! Louisville, KY
- Kansas City Live! Kansas City, MO
- American Family Insurance Amphitheatre, Milwaukee, WI
- Sports & Social Restaurants, Various Locations, USA
- Live! Casino & Hotel Maryland, Hanover, MD
- Live! Casino & Hotel Philadelphia, PA
- Live! Casino Pittsburgh, PA
- Rivers Casino Portsmouth VA



Chris Wong

Principal

Chris is a Principal at Selbert Perkins Design in the Chicago office where he brings more than 25 years of experience to the team. Chris delivers remarkable project leadership, unique creativity, and passionate dedication to every project. As Principal, Chris is a primary point of contact for the Chicago office, managing a myriad of projects to ensure their success. His specialties are branding, public art, sculpture, signage and wayfinding and environmental graphic design.

Education

Southern Illinois
University Bachelor of
Arts Industrial Design

Years of Experience

16 Years with SPD

27 Years Total

Affiliations

Society for Experiential
Graphic Design
(SEGD), Member

Relevant Experience

- Live by Loews, Arlington, TX
- Texas Live!, Arlington, TX
- Sunseeker Resort, Port Charlotte, FL
- Virgin Hotels, Las Vegas, NV
- Biltmore Estates Inn Hotel, Asheville, NC
- Hyatt Regency Orlando, FL
- Landing Hotel, Pittsburgh, PA
- Live by Loews, St. Louis, MO
- St. Louis Ballpark Village, St. Louis, MO
- Live! Casino & Hotel Maryland, Hanover, MD
- Live! Casino & Hotel Philadelphia, PA
- Seminole Hard Rock Hotel & Casino, Hollywood, FL
- Baha Mar Resort & Casino, Nassau, Bahamas
- The Battery, Atlanta, GA
- The Bravern, Bellevue, WA
- The District Detroit, MI
- Rus Bus Mixed Use Project, Raleigh, NC
- Live! Casino Pittsburgh, PA
- Rivers Casino Des Plaines, IL
- Rivers Casino Portsmouth, VA
- Sky River Casino, Elk Grove, CA
- Sports & Social Restaurants, Various Locations, USA
- American Family Insurance Amphitheatre, Milwaukee, WI
- City Creek Center, Salt Lake City, UT



Varsha Sheth

Design Director

Varsha holds degrees in both graphic design and interior design. This unique education combined with her experience, has resulted in Varsha's comprehensive understanding of creative problem solving. Enhancing the user experience through experiential design for a diverse range of clients and project types and working with our team of designers keeps Varsha inspired. As Design Director, Varsha's role is to focus on client presentations, manage project budgets and direct the design team to bring the client's vision to life.

Education

National Institute Of Design, Ahmedabad, India - Post Graduation in Graphic Design

LAD & SRP College Nagpur University, India - B.A. Interior Design

Years of Experience

7 Years with SPD

14 Years Total

Relevant Experience

- Live! by Loews Hotel, Arlington, TX
- Loews Ocho Hotel, Arlington, TX
- Spark Arlington, Arlington, TX
- Texas Live!, Arlington, TX
- Virgin Hotels, Las Vegas, NV
- Sunseeker Resort, Port Charlotte, FL
- Live! Casino & Hotel Maryland, Hanover, MD
- Live! Casino & Hotel Philadelphia, PA
- Live! Casino Pittsburgh, PA
- Biltmore Estates Inn Hotel, Asheville, NC
- St. Louis Ballpark Village, St. Louis, MO
- The Battery, Atlanta Braves, Atlanta, GA
- One Cardinal Way, St. Louis, MO
- One Light Residential, Kansas City, MO
- Three Light Residential, Kansas City, MO
- Eddystone Residential, Detroit, MI
- The Midland Lofts, Kansas City, MO
- Distrito T-Mobile, San Juan, Puerto Rico
- Atlantic Station Retail Center, Atlanta, GA
- Sky River Casino, Elk Grove, CA
- Oklahoma City Convention Center, OK
- Pompano Live! Pompano Beach, FL



Eain Lopez

Designer

Eain works on a variety of projects ranging from complicated wayfinding systems for university campuses to designing remarkable identity graphics for mixed-use districts. His interest in technology and new materials is always integrated into his work practices. Eain's ability to visualize a project dimensionally is a strength to the entire creative team.

Education

California State
University Long Beach,
CA - Bachelor of Arts
Degree in Design /
President's Honors List

Cabrillo College,
Aptos, CA - Associate
in Liberal Arts

Years of Experience

1 Year with SPD

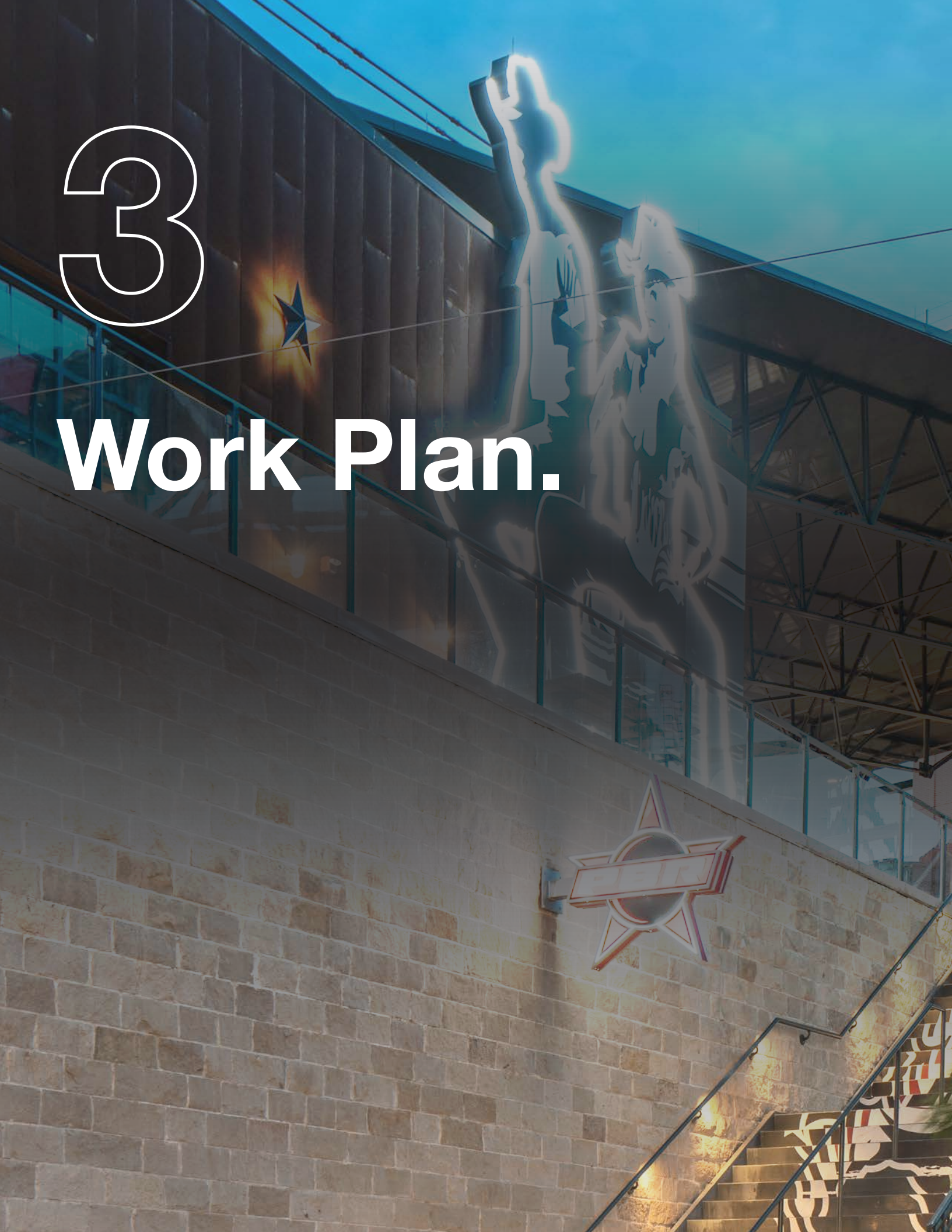
5 Years Total

Relevant Experience

- Loews Ocho Hotel, Arlington, TX
- The Loop at Johnson Creek, Arlington, TX
- One Rangers Way, Arlington, TX
- Texas Live!, Arlington, TX
- Baltimore Power Plant, Baltimore, MD
- Beverly Center, Los Angeles, CA
- Block 59, Naperville, IL
- College of DuPage, Glen Ellyn, IL
- Downers Grove Civic Center, IL
- Eddystone Residential, Detroit, MI
- Essentia Health, Duluth, MN
- Huntington Bank Tower, Detroit, MI
- Jewish Youth Center, Toronto, Canada
- KC Hooley House, Kansas City, MO
- Live! Casino & Hotel Maryland, Hanover, MD
- Live! Casino Pittsburgh, PA
- Live! Pointe Orlando, Orlando, FL
- Northeastern Illinois University, Chicago, IL
- Northridge Fashion Center, Northridge, CA
- Pier 4, Baltimore, MD
- Pompano Beach District, Pompano, FL
- Rus Bus, Raleigh, NC
- Sunseeker Resort, Port Charlotte, FL
- University Town Center East, Sarasota, FL
- Wisconsin Center Expansion, Milwaukee, WI

3

Work Plan.





Project Understanding

Selbert Perkins Design is proposing to provide design services for an experience master plan for the EDC Showroom located at 1717 E. Randol Mill Rd. in Arlington, TX. With a population of 400,000, Arlington (the City) has affirmed its position as the pivot point in the Dallas-Fort Worth-Arlington metropolitan area. Arlington is seeing renewed strength in the hospitality industry, retail, and corporate expansion. Our goal is to highlight the City of Arlington through interesting and interactive exhibits, allowing the space to become a visionary tool for bringing economic development to the City and demonstrate the quality of place that Arlington is today.

Based on our discussions the following elements will be included:

Project Elements

Level 1

- Exterior Entry signage
- Exterior window treatments
- Interior Entry Environmental Graphics in main lobby to welcome visitors to the EDC space
- Ceiling treatment at entry / reception
- Immersive & interactive LED experience within the main lobby showroom that can feature:
 - City of Arlington videos
 - Interactive Map
 - City of Arlington landmark developments
 - Seasonal / Arlington Landscape experiences to transform space
- Recommendations for lounge seating / furniture within the showroom
- Wall Murals
- Ceiling / Underside of stair treatments
- Lighting recommendations
- Railing recommendations
- Interior window treatments
- Conference room window graphics

Level 2

- Stair wall graphics leading visitors from Level 1 to Level 2
- Recommendations for bringing spirit of immersive graphics on Level 1 up to Level 2
- Auditorium identity

Work Plan

Phase 1: Analysis and Recommendations

Meetings: (1) Kick off meeting (Site Visit) with project team (Arlington, TX)
(1) Analysis Review (Virtual)
As required w/Project Team (Virtual)

Schedule: 4-6 weeks

1. Hold kick-off meeting with the project team to discuss needs, concerns & goals for the project, and to gain a broad perspective of issues and objectives. Conduct interviews with key stakeholders from the City of Arlington, the EDC, the Chamber of Commerce and other key stakeholders to understand content for environmental graphics and/or exhibits and flesh out content and strategy for the EDC showroom exhibits.
2. Review all architectural drawings and plans, historic research on the city and related studies.
3. Review current logo and branding to understand implications for use in the project.
4. Review December 2021, Economic Development Strategic Plan - City of Arlington.
5. Conduct preliminary code review, relevant regulatory requirements.
6. Evaluate potential and existing showroom signs, exhibits, graphics and building factors including entries, circulation, land and building uses, ingress, and egress points and building connections, lines of sight, environmental factors, building materials, color palette, and their interrelationships.
7. Understand target market including; visitors to the EDC.
8. Provide precedents for technology, lighting and EGD that could be integrated into the space.
9. Prepare Showroom Exhibits Analysis and Recommendations Report. Report to include; evaluation of the existing elements and recommendations for updating existing displays.
10. Present Analysis and Recommendations Report to the EDC team and gain consensus to develop the conceptual master plan for the showroom space.

Phase 1 Deliverables:

- Analysis and Recommendations Report
- Precedents for technology, lighting and EGD
- Meeting Minutes

Work Plan

Phase 2: Concept Master Plan

Meetings: (2) Meetings with project team (Virtual)
As required w/Project Team (Virtual)

Schedule: 6-8 weeks

1. Based on client approval from Phase 1: develop and refine all elements.
2. Develop an over arching “Interactive/Experience based” Storytelling Strategy for the EDC exhibits outlining content touchpoints across path-of-travel throughout.
3. Create a location master plan for all recommended elements.
4. Identify potential technology to be integrated into the exhibit and block out areas for static & dynamic content (text, imagery, exhibit cases, video).
5. Based upon research, initial discussion and project team interviews, develop conceptual approaches for the exhibit and environmental graphic elements. Develop up to 6 renderings that will capture all of the project elements.
6. Present Concepts and Master Plan to the project team for input and feedback. Team to select one concept option for development.
7. Based on feedback, refine concepts, prepare exhibit and environmental graphics final master plan.
8. Present final Concept Master Plan.

Phase 2 Deliverables:

- Final Concept Master Plan
- Minutes from meetings

Fee Proposal

Deliverables	Fee
Analysis and Recommendations	\$20,000
Concept Master Plan	\$75,000
	\$95,000
Travel (1) trip as indicated below	\$2,200
Expenses (10%) as indicated below	\$9,500
	\$106,700

SPD Hourly Rate Schedule

Partner	\$250	Senior CAD Designer	\$150
Principal	\$200	CAD Specialist/Designer	\$135
Design Director	\$175	Designer	\$135
Project Manager	\$160	Design Assistant	\$100
Production Manager	\$160	Admin	\$100
Senior Designer	\$150		

Travel

Travel expenses are additional and will be invoiced at cost. Travel from Chicago, IL to Arlington, TX is estimated at \$2,200 for 2 people/per 2-day trip; (this includes airfare, accommodations, ground trans- port, meals and additional expenses). Two weeks notice is required for all meetings involving travel.

Authorization & Acceptance

We require your signature in order to begin work. Please complete and return the following:

by date /...../.....
Selbert Perkins Design Inc.

by date /...../.....
EDC

Additional Services

The following will be considered additional services. If additional services are required during the project they will be billed at a negotiated fee or at standard hourly rates. Additional services will not be incurred without written client approval.

1. Design Development, Design Intent, Bidding, Construction Administration
2. As built / Close out documents.
3. Does not include digital programming or content.
4. Photography, illustration, copywriting/editing, printing, sign fabrication and installation, video production and post-production, additional market research beyond SPD's defined scope of services, trade mark research, etc.
5. Tenant guidelines.
6. Significant changes and/or revisions in approved design or scope of services.
7. Change orders to any project component(s) after client approval. Preparation of drawings, mechanicals, specifications, addenda, and any other services provided in connection with change orders.
8. Travel time, accommodations and related expenses, including required visits to vendors.
9. Art direction of photography or illustration.
10. Phone Apps, Website, Final heads-up map artwork.
11. Translation Services.
12. Attendance at Press Runs, (print projects only).
13. Production of models or prototypes.
14. Consultants or sub-consultants.
15. Professional Cost Estimating Services.
16. Acquisition of permits and permit documents and any meetings and presentations related to acquisitions of permits.
17. More than (3) concept alternatives.
18. More than (1) rounds of revisions to the final design concept. SPD will inform client of each round of design revisions.
19. More than (1) final design of all communication elements.
20. Computer walk-throughs & animations.
21. Additional meetings beyond what is outlined in proposal.
22. Converting/formatting electronic files to conform to client standards.
23. Creation of certain project maps; i.e. evacuation maps and/or directory maps.
24. Creation of any electronic media; i.e. phone apps, website, etc.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/03/2023

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 Fucci & Friedman Inc. 186 W Main Street, Suite 9 Sayville NY 11782	CONTACT NAME: PHONE (A/C No, Ext): (631) 218-9700 FAX (A/C No): (631) 218-9707 E-MAIL ADDRESS: daffatigato@ffinc.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Selbert Perkins Design Inc. 432 Culver Boulevard Playa Del Rey CA 90293	INSURER A: Sentinel Insurance Co	
	INSURER B: Hartford Accident and Indemnity	
	INSURER C: Hartford Casualty Ins Co	
	INSURER D: Philadelphia Indemnity Insurance	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CL232317857 **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 CERTIFICATION 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			12SBAIP2380	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						MED EXP (Any one person) \$ 10,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	OTHER:						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			12UECKH2223	03/01/2023	03/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> DRIVE OTHER CAR						Drive other car \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			12XHUUW0291	03/01/2023	03/01/2024	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			12WECAD0C6H	03/01/2023	03/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N / A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			PHSD1773469	03/01/2023	03/01/2024	each claim \$2,000,000
							aggregate \$2,000,000

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

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance	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 <i>Eric P. Fucci</i>

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

4

Project Examples.





AT&T Stadium

Arlington, Texas

Dates:
2005 – 2009

Client:
Dallas Cowboys

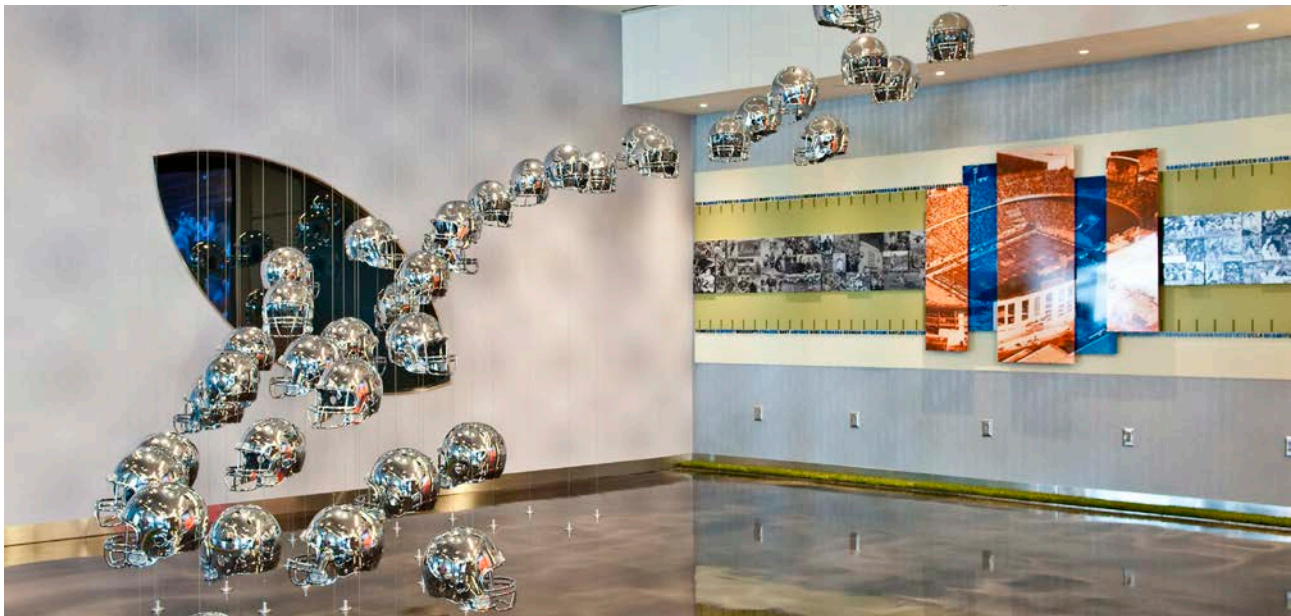
Collaborators:
HKS, Inc.

Services Provided:
Signage & Wayfinding
Master Plan

SPD, collaborating with HKS Architects and the Dallas Cowboys, created a comprehensive program of exterior and interior signage for the Dallas Cowboys Stadium. The multifunctional stadium includes conference facilities, offices, retail, restaurants, and parking. SPD took a modern approach to the design of the arena's interior and exterior signage system, using the brand equity of the Cowboy's star, colors, and history. SPD also created the AT&T Cotton Bowl office space at the Dallas Cowboys Stadium.



SelbertPerkins.com



AT&T Cotton Bowl

Arlington, Texas

Dates:
2005 – 2009

Selbert Perkins Design created a dramatic presence in the AT&T Cotton Bowl office space at Dallas Cowboys Stadium in Arlington, Texas. SPD worked closely with the AT&T Cotton Bowl staff and HKS Inc., the interior designer, to develop a signature branded office at their new office space. Powerful lobby entry statements, including a football helmet sculpture with 52 polished chrome helmets suspended from the ceiling, and historical exhibits combine to celebrate the Cotton Bowl games from the past seven decades.

Client:
Dallas Cowboys

Collaborators:
HKS, Inc.

Services Provided:
Public Art

Exhibits



SelbertPerkins.com



Texas Live! Arlington Backyard Concert Venue

Arlington, Texas

Dates:
2016 – 2020

In the heart of the sports & entertainment district in Arlington, SPD collaborated with the Cordish Companies and Texas Rangers to design the complete exterior & interior signage & wayfinding for the Texas Live! Located in between Globe Life Field and AT&T Stadium, Texas Live! is the place to tailgate before a Rangers or Cowboys game. SPD designed the six 80 ft LED towers march toward the main entrance for Globe Life Field as well as signage for the eight venues within Texas Live including Miller Tavern & Beer Garden, Sports & Social Arlington and the Arlington Backyard concert venue.

Client:
The Cordish Companies

Services Provided:
Brand Identity

Signage & Wayfinding

Environmental Graphics

Digital Communications

Revenue Generation



SelbertPerkins.com



Texas Live!

Arlington, Texas

Dates:
2016 – 2020

Client:
The Cordish Companies

Services Provided:
Brand Identity

Signage & Wayfinding

Environmental Graphics

Digital Communications

Revenue Generation



SelbertPerkins.com



Live! by Loews

Arlington, Texas

Dates:

2016 – 2020

Integrated into the Texas Live! District in Arlington TX, Live! By Loews links the AT&T Stadium and the Texas Rangers Globe Life Park. The 14 story, 300 room hotel and convention center features a dining terrace and pool that overlook the sports complexes. SPD designed the complete wayfinding system for the hotel exterior and interior, and integrated art and environmental graphics throughout the district. The beautiful “Live! by Loews” mirrored monument sign in front of the hotel offers both a dramatic statement and a fun photo opportunity for guests and visitors alike.

Client:

The Cordish Companies

Services Provided:

Signage & Wayfinding
Master Plan

Monument Sign



SelbertPerkins.com



Loews Arlington Hotel & Convention Center

Arlington, Texas

Dates:

2019 – ongoing

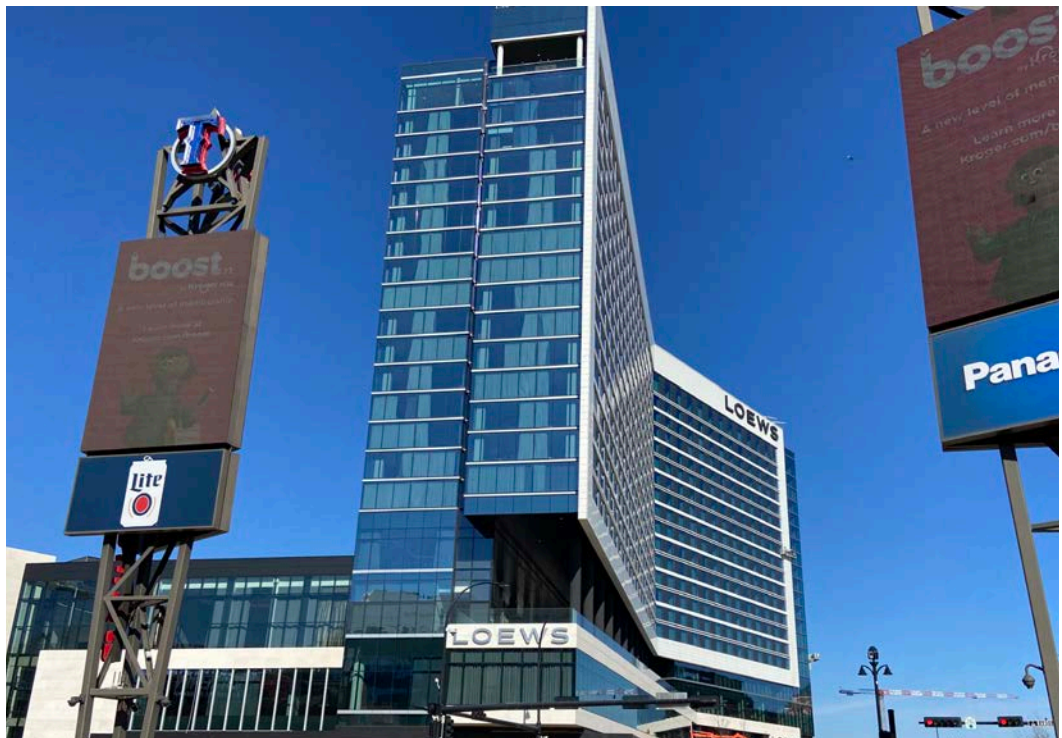
Client:

HKS Architects

Services Provided:

Exterior Signage

Working closely with HKS Architects and Loews Hotels, SPD designed the exterior signage for the 888 room Loews Ocho Hotel and Convention Center in Arlington, TX. Located in Texas Live!, the hotel is steps away from the entertainment district, Globe Life Field and AT&T Stadium. SPD designed the complete exterior identity and wayfinding program to direct visitors throughout the site to the various district destinations.



SelbertPerkins.com



Spark Arlington

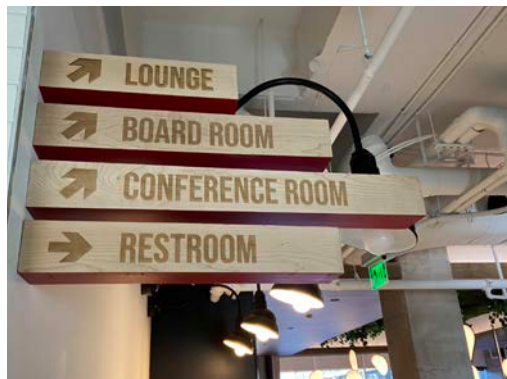
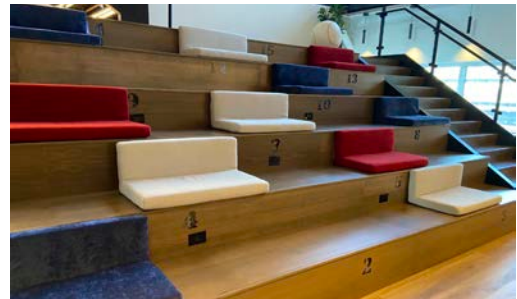
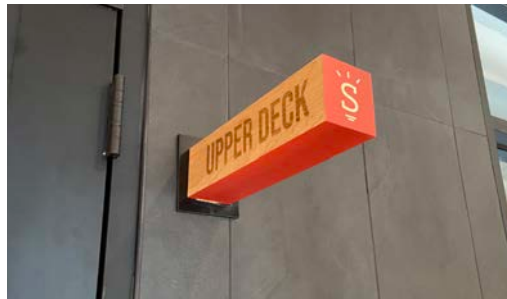
Arlington, Texas

Dates:
2021 – 2023

Selbert Perkins Design provided signage and wayfinding services to The Cordish Companies for their new Spark co-working space in Arlington, Texas. The two-level, 30,000-square-foot space is an inspiring work environment located inside Choctaw Stadium at Texas Live! Spark Arlington features private offices and shared workspaces for entrepreneurs, creators, and innovators. The amenities include a kitchen, lounge space, a bar serving coffee and craft beer, and a balcony that overlooks Globe Life Field. SPD's designs include exterior and interior identification, direction, information, and regulation signs.

Client:
The Cordish Companies

Services Provided:
Signage & Wayfinding



SelbertPerkins.com



Ballpark Village

St. Louis, Missouri

Dates:
2012 – ongoing

Client:
The Cordish Companies

Services Provided:
Brand Identity

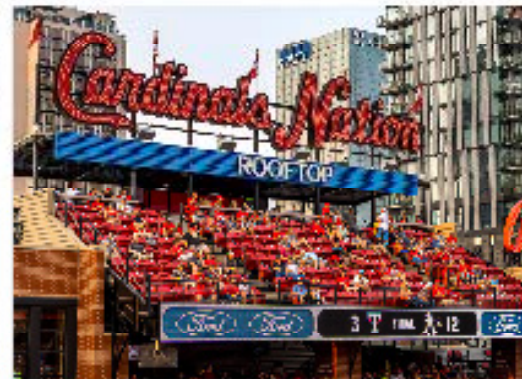
Signage & Wayfinding
Master Plan

Public Art

Digital Communications

Monument &
Kiosk Design

SPD collaborated with the St. Louis Cardinals & The Cordish Companies to create Ballpark Village, a dynamic sports and entertainment district adjacent to Cardinals Stadium in Downtown St. Louis. The signage and wayfinding master plan developed by SPD establishes the mixed-use district as St. Louis' premier entertainment destination, including the Fox Sports Midwest Live!, the new Live! by Loews hotel, office tower, and One Cardinal Way residential tower. SPD also created the streetscape design including gateways, large scale logos, World Series pennants, Hall of Fame player medallions, and a 36" World Series trophy celebrating the Cardinals' 11 World Series Championships.



www.spd.com



Ballpark Village

St. Louis, Missouri

Dates:
2012 – ongoing

Client:
The Gordian Companies

Services Provided:
Brand Identity

Signage & Wayfinding
Master Plan

Public Art

Digital Communications

**Monument &
Kiosk Design**



[schubertparks.com](http://www.schubertparks.com)



Kansas City Live!

Kansas City, Missouri

Dates:
2008 – 2017

Kansas City Live!, is located in the heart of Kansas City Power & Light District. The multi-level dining and entertainment venue showcases a unique mix of restaurants, taverns, and entertainment attractions. It also features a covered outdoor plaza for concerts, celebrations and watch parties that is the central entertainment gathering place for the city, attracting millions of visitors per year to the region's biggest events.

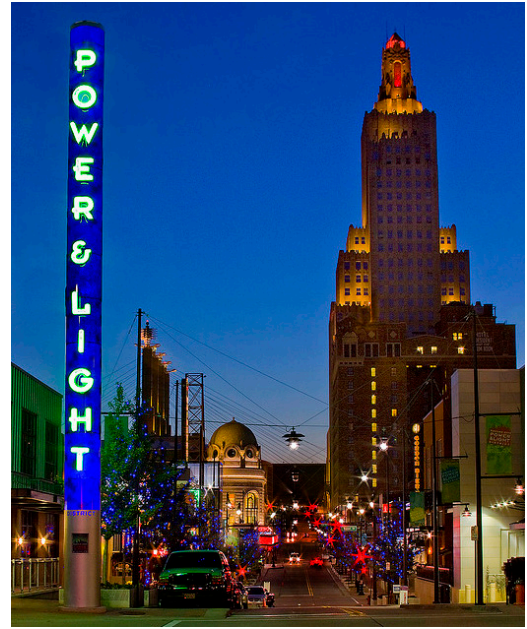
Client:
The Cordish Companies

Services Provided:
Signage & Wayfinding

Environmental Graphics



SelbertPerkins.com



Kansas City Power and Light District (KCPL)

Kansas City, Missouri

Dates:
2005 – 2019

The Kansas City Power and Light District (KCPL) is the cornerstone of a massive \$5 billion urban renaissance which includes a completely re-imagined downtown with new performing arts venues, landmark theaters, arena, convention center expansion, restaurants, and three residential towers. SPD developed the vibrant communications master plan, district identities, district naming, gateways and wayfinding, and public art. Large neon signs and building graphics integrate the district and create a warm, inviting and ever-changing visitor experience.

Client:
The Cordish Companies

Services Provided:
Signage & Wayfinding
Master Plan

Environmental Graphics

Public Art

Monument / Gateway

Tenant Sign Guidelines



SelbertPerkins.com



Distrito T-Mobile

San Juan, Puerto Rico

Dates:
2019 – 2021

Selbert Perkins Design worked closely with the Prisa Group to design a complete signage and wayfinding system for the Distrito T-Mobile district in San Juan, Puerto Rico. The district is the premier entertainment district in Puerto Rico and includes the Aloft Hotel, the Coca-Cola Music Hall and a large outdoor performance space with an LED canopy running digital content. In addition, the project integrates various restaurants and eateries featuring the best of Puerto Rican cuisine and to top it all off, the district features zip lines that run across the entire project.

Client:
Prisa Group

Services Provided:
Signage & Wayfinding
Master Plan

Environmental Graphics

Digital Communications



SelbertPerkins.com



Distrito T-Mobile

San Juan, Puerto Rico

Dates:
2019 – 2021

Client:
Prisa Group

Services Provided:
Signage & Wayfinding
Master Plan

Environmental Graphics
Digital Communications



SelbertPerkins.com



Big Ten Network

Chicago, Illinois

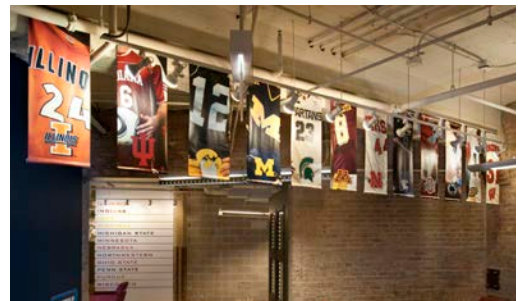
Dates:
2011 – 2012

Client:
Big Ten Network

Services Provided:
Environmental Graphics

Public Art

Selbert Perkins Design developed environmental graphics to enhance the Big Ten Network office (BTN), an American sports network based in Chicago, IL. The channel is dedicated to coverage of collegiate sports sanctioned by the Big Ten Conference, including live and recorded event telecasts, news, analysis programs, and other content focusing on the conference's member schools. The dynamic elements SPD designed, include identity signs, murals, and banners, highlighting the organization's iconic status as the first international network dedicated to coverage of American collegiate conferences.



SelbertPerkins.com



Jewish Children's Museum

Brooklyn, New York

Dates:

2003 – 2005

Collaborating with Gwathmey Siegel Architects, Selbert Perkins Design developed the identity and a range of environmental communications elements for the world's first Jewish Children's Museum. The communications elements reflect a mosaic of Judaism celebrating Jewish history, life, and culture in the context of today's world. Elements include a 30 ft sculpture of a dreidel, and a dramatic photo mosaic mural.

Client:

Gwathmey Siegel Architects

Services Provided:

Brand Identity

Signage & Wayfinding

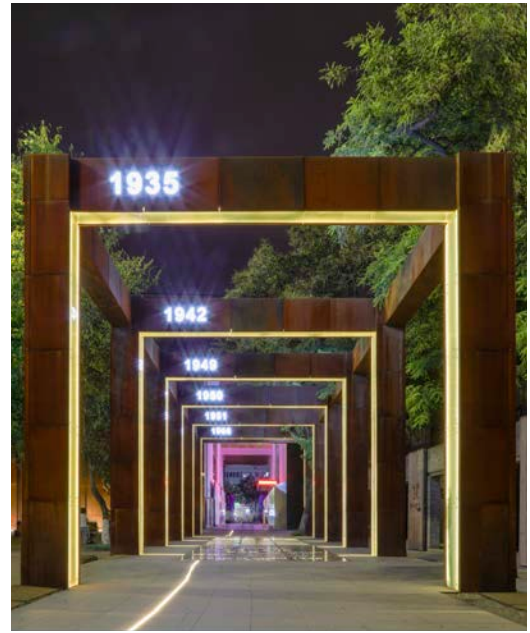
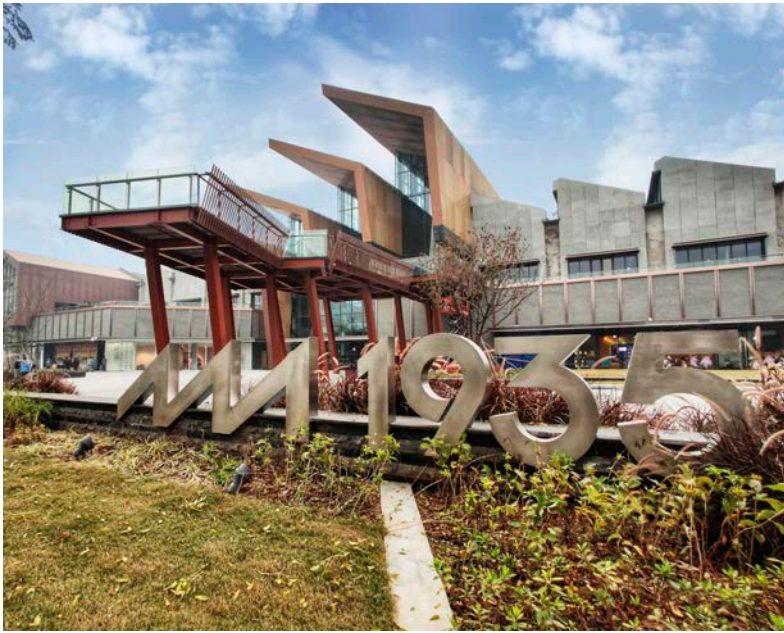
Public Art

Environmental Graphics

Donor Program



SelbertPerkins.com



Dahua 1935

Xi'an, China

Dates:
2018 – 2020

Client:
Woods Bagot

Services Provided:
Signage & Wayfinding
Master Plan

Digital Communications

Environmental Graphics

Awarded the 2020 Best Placemaking Destination by Retail Leisure International (RLI) and RICS Regeneration Project of the Year, Dahua 1935 celebrates the rich history and character of the oldest commercial district and textile mill in Xi'an China. SPD integrated innovative art elements into the signage, wayfinding, and placemaking master plan, combining industrial elements, LED and neon lighting with delicate textile patterns. Murals and framed photos from the past tell the stories of the historic textile factory.



SelbertPerkins.com



Dahua 1935

Xi'an, China

Dates:
2018 – 2020

Client:
Woods Bagot

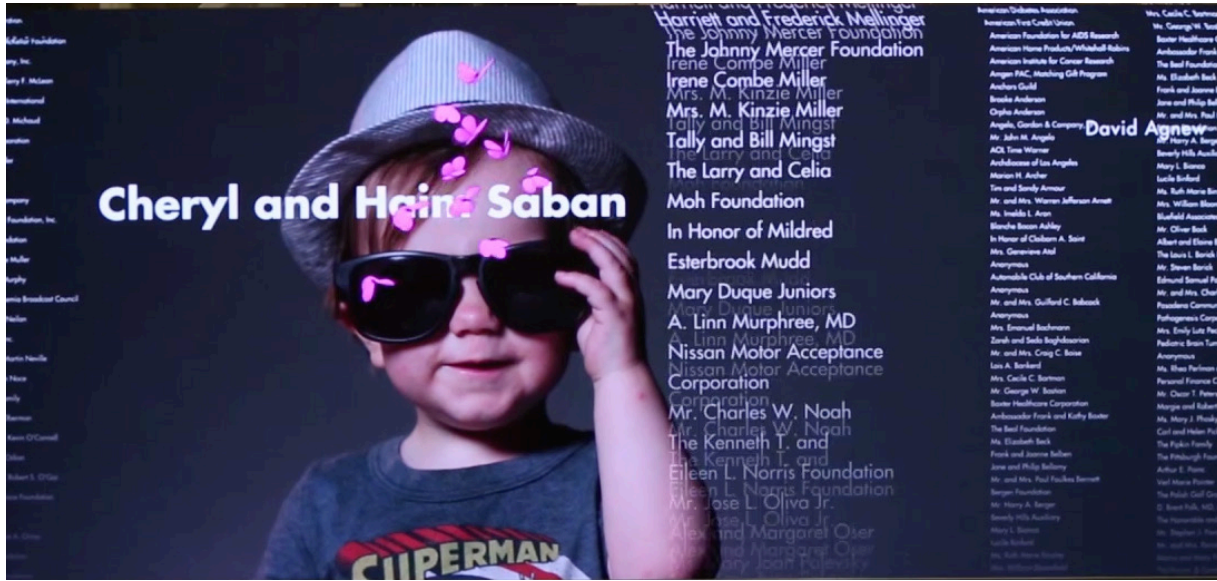
Services Provided:
Signage & Wayfinding
Master Plan

Digital Communications

Environmental Graphics



SelbertPerkins.com



Children's Hospital Los Angeles (CHLA)

Los Angeles, California

- Dates:**
2015 – 2017
- Client:**
ZGF Architects
- Services Provided:**
Interactive Display
- Donor Recognition
- Public Art
- Digital Communications

SPD created a dynamic and flexible donor recognition program that prepares Children's Hospital Los Angeles for the future and establishes a foundation for success with its next fundraising campaign. SPD began the project by evaluating the specific design goals and objectives, then developed a clear design strategy with specific targeted guidelines that will build upon the existing CHLA brand and identity. Our design team enhanced the overall patient and visitor experience through interactive digital displays that engage all users while also serving as a donor recognition piece for ongoing sponsorships.



SelbertPerkins.com



Blue Cross Blue Shield Massachusetts

Boston, Hingham & Quincy, Massachusetts

Dates:
2022 – 2023

Selbert Perkins Design collaborated with Blue Cross Blue Shield of Massachusetts' (BCBSMA) Communications and Real Estate teams to create refreshed visual branded environments for their corporate offices in Boston, Hingham, and Quincy, MA. SPD updated all branded elements in BCBSMA's reception areas, elevator lobbies, dining hall and board rooms, including graphic feature walls, mission statements, timelines, and digital displays. The work was completed ahead of the organization's 100th Anniversary.

Client:
Blue Cross Blue Shield
Massachusetts

Services Provided:
Branded Environments

Digital Displays



SelbertPerkins.com



Westfield University Town Center

La Jolla, California

Dates:
2014 – 2017

Client:
HKS Architects

Services Provided:
Signage & Wayfinding

Tenant Signage Guidelines

Environmental Graphics

Digital Communications

Public Art

Seibert Perkins Design collaborated with Westfield Design and HKS to create wayfinding, placemaking and environmental graphics during the expansion of Westfield University Town Center in La Jolla, California. SPD developed the unified wayfinding system and created the extensive Tenant Signage Guidelines for this premier retail and entertainment destination. SPD also created the concept for the "surfboard screen" which connects the parking garage floors and implemented the distinctive UTC leaf pattern on signs throughout the center.



SeibertPerkins.com

5

References



References



Texas Live!

In the heart of the sports & entertainment district in Arlington, SPD collaborated with The Cordish Companies and the Texas Rangers to design the complete exterior & interior signage, environmental graphics, & wayfinding for the Texas Live! entertainment venue.

Located in between Globe Life Field and AT&T Stadium, Texas Live! is the place to tailgate before a Rangers or Cowboys game. SPD designed the six 80 foot tall LED towers that march toward the main entrance for Globe Life Field as well as an abundant of signage and graphics elements for the 8 unique venues located within the Texas Live! venue.

Texas Live! - Arlington, TX

The Cordish Companies
Kim Townsend
EVP Design, Development and Operations
601 East Pratt Street, 6th Floor
Baltimore, MD 21202
(702) 373-9727
ktownsend@cordish.com



AT&T Stadium

SPD collaborated with HKS Architects and the Dallas Cowboys to create the comprehensive signage and wayfinding program for the Dallas Cowboys Stadium. SPD took a modern approach to the design of the arena's interior and exterior signage system, using the brand equity of the Cowboy's star, colors, text and history.

SPD also created the AT&T Cotton Bowl office space at the Dallas Cowboys Stadium. The storytelling elements included a powerful lobby entry statement defined by a football helmet sculpture with 52 polished chrome helmets suspended from the ceiling. Also included in the space, SPD created historical exhibits to celebrate the Cotton Bowl games from the past seven decades.

AT&T Stadium - Arlington, TX

HKS Architects
Kevin Taylor, Principal
350 N Saint Paul St, #100
Dallas, TX 75201
ktaylor@hksinc.com
214.969.3202



Loews Arlington Hotel & Convention Center

Working closely with HKS Architects and Loews Hotels, SPD designed the exterior signage for the 888 room Loews Hotel & Convention Center. Located in the Texas Live! district, the hotel is steps away from Globe Life Field and AT&T Stadium. SPD designed the complete exterior identity and wayfinding program to direct visitors throughout the site to the various district destinations.

Loews Arlington Hotel & Convention Center

HKS Architects
Bob Bullis
350 N Saint Paul St, Suite 100
Dallas, TX 75201
214.969.5599
rbullis@hksinc.com

Staff Report



Arlington Economic Development Corporation – Construction Services Contract for the AEDC Office Relocation	
---	--

AEDC Meeting Date: 07-30-2024	Document Being Considered: Resolution
-------------------------------	---------------------------------------

RECOMMENDATION

Approve a resolution authorizing the Executive Director of the Arlington Economic Development Corporation to execute a construction services contract for the AEDC Office Relocation with Cowboys Roofing LLC, dba DSA Contractors, of Irving, Texas, in an amount not to exceed \$497,614.

PRIOR BOARD OR COUNCIL ACTION

On October 17, 2023, the AEDC Board of directors approved Resolution 23-017, authorizing the use of the Competitive Sealed Proposal service delivery method for constructing improvements to office space at 1717 E. Randol Mill Road in Arlington.

ANALYSIS

This construction services contract is to build out permanent offices for the Arlington Economic Development Corporation (AEDC) within Choctaw Stadium. The offices are currently housed in a separate temporary location within Choctaw Stadium. The project will consist of a finish-out of approximately 2,300 square feet of office, work stations, and collaboration space for AEDC staff.

Bid closed:	July 18, 2024 at 2:00 p.m.
Vendors notified through IonWave:	1505
MWBE Vendors notified through IonWave:	434
Vendors responding to RFP request:	5
MWBE vendors responding to RFP request:	4
MWBE:	Yes, BL
Procurement Method:	Lowest Responsive, Responsible Bidder

Firm	MWBE	Classification	Price
DSA Contractors Irving, Texas	Yes	BL	\$497,614.00
Pro Reno Group, LLC Alvarado, Texas	No	None	Non-Responsive*
JFA Construction, LLC Midland, Texas	No	None	\$512,839.55
Morales Construction Services, Inc. Mansfield, Texas	Yes	HI	\$793,612.00
Azteca Enterprises, Inc. Dallas, Texas	Yes	HI	\$877,279.00

*Vendor did not include full scope of work

Name of Prime Vendor	Cowboys Roofing, LLC
Total Contract Value	\$497,614
Prime Vendor's MWBE Status	BL

Dollar Amount of Prime Vendor's Self-Performance	\$94,480
Percentage Amount of Prime Vendor's Self-Performance	18.99%
Name of Subcontractor (1)	Blinds-N-Things, Inc.
Subcontractor's MWBE Status	BL
Dollar Amount of Subcontractor's Performance	\$28,930
Percentage Amount of Subcontractor's Performance	5.81%
Name of Subcontractor (2)	Enviro Commercial Cleaning Provider, LLC
Subcontractor's MWBE Status	BL
Dollar Amount of Subcontractor's Performance	\$2,035
Percentage Amount of Subcontractor's Performance	0.41%
Name of Subcontractor (3)	Logos Venture Partners, LLC
Subcontractor's MWBE Status	HI
Dollar Amount of Subcontractor's Performance	\$53,267
Percentage Amount of Subcontractor's Performance	10.70%
Name of Subcontractor (4)	Fire Safety Solutions, Inc.
Subcontractor's MWBE Status	WO
Dollar Amount of Subcontractor's Performance	\$8,890
Percentage Amount of Subcontractor's Performance	1.79%
Name of Subcontractor (5)	Siemens Building Technologies, Inc.
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$15,624
Percentage Amount of Subcontractor's Performance	3.14%
Name of Subcontractor (6)	RDL Supply
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$7,950
Percentage Amount of Subcontractor's Performance	1.60%
Name of Subcontractor (7)	Xylin
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$25,007
Percentage Amount of Subcontractor's Performance	5.03%
Name of Subcontractor (8)	Clements Plumbing
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$19,966
Percentage Amount of Subcontractor's Performance	4.01%
Name of Subcontractor (9)	D&A Waste Services
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$4,800
Percentage Amount of Subcontractor's Performance	0.96%
Name of Subcontractor (10)	Coleman and Sons

Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$74,500
Percentage Amount of Subcontractor's Performance	14.97%
Name of Subcontractor (11)	Martinez Acoustical and Drywall, Inc.
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$56,891
Percentage Amount of Subcontractor's Performance	11.43%
Name of Subcontractor (12)	Chapa Service Company
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$42,540
Percentage Amount of Subcontractor's Performance	8.55%
Name of Subcontractor (13)	Kelley's Glass & Mirror, Inc.
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$35,800
Percentage Amount of Subcontractor's Performance	7.19%
Name of Subcontractor (14)	Texas Custom Commercial Floors
Subcontractor's MWBE Status	None
Dollar Amount of Subcontractor's Performance	\$26,934
Percentage Amount of Subcontractor's Performance	5.41%
Total MWBE Participation	\$187,602 (37.70%)

The Office of Business Diversity placed a 9.75% contract-specific goal for this project. Cowboys Roofing, LLC, has committed to utilizing 37.70% MWBE participation through prime self-performance and the use of sub-contractors. The Office of Business Diversity is in agreement with the vendor's participation efforts.

FINANCIAL IMPACT

The projected financial impact for this contract is as follows:

<u>FY 2024</u>	<u>FY 2025</u>	<u>FY 2026</u>
\$497,614	\$0	\$0

Funding is available in the AEDC Professional Service Account No. CC973010-SC0583.

ADDITIONAL INFORMATION

Attached:	Resolution
Under separate cover:	None
Available in the Purchasing Division:	Contract File
Form 1295:	Requested
MWBE:	No

STAFF CONTACTS

Lyndsay Mitchell, AICP, CPM
Director of Strategic Initiatives
817-459-6653
Lyndsay.Mitchell@arlingtontx.gov

Vanessa Canela
Sr. Purchasing Agent
817-459-6321
Vanessa.Canela@arlingtontx.gov

Marty Wieder, AICP
AEDC Executive Director
817-459-6432
Marty.Wieder@arlingtontx.gov

April Nixon
Director of Finance
817-456-6345
April.Nixon@arlingtontx.gov

ARLINGTON ECONOMIC DEVELOPMENT CORPORATION
Resolution No. _____

A resolution of the Board of Directors authorizing the Executive Director to execute a Construction Contract with Cowboys Roofing LLC, dba DSA Contractors, of Irving, Texas, for the Arlington Economic Development Corporation office relocation in an amount not to exceed \$497,614

WHEREAS, on August 15, 2023, the Arlington Economic Development Corporation (“AEDC”) Board of Directors approved the AEDC’s 2024 Fiscal Year budget, which included funding for improvements to leased space; and

WHEREAS, on October 17, 2023, the AEDC Board of directors approved Resolution 23-017, authorizing the use of the Competitive Sealed Proposal service delivery method for constructing improvements to office space at 1717 E. Randol Mill Road in Arlington; and

WHEREAS, Cowboys Roofing LLC, dba DSA Contractors (the “Contractor”) was selected from said process, and the AEDC and the Contractor desire to enter into a Construction Contract in an amount not to exceed \$497,614 for the construction of improvements to said office space; and

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ARLINGTON ECONOMIC DEVELOPMENT CORPORATION:

I.

That the Executive Director of the Arlington Economic Development Corporation is hereby authorized to execute a Construction Contract with Cowboys Roofing LLC, dba DSA Contractors, of Irving, Texas for the AEDC Office Relocation in an amount not to exceed \$497,614. Funds are available in the AEDC Professional Service Account No. CC973010-SC0583.

II.

A substantial copy of the Construction Contract is attached hereto and incorporated herein for all intents and purposes.

PRESENTED AND PASSED on this the ____ day of _____, 2024,
by a vote of ____ ayes and ____ nays at a regular meeting of the Board of Directors of the
Arlington Economic Development Corporation.

Michael Jacobson, President

ATTEST:

Martha Garcia, Acting Assistant Secretary

APPROVED AS TO FORM:
MOLLY SHORTALL, Counsel for the
Arlington Economic Development
Corporation

BY Jonathan Moss

Construction Contract

**Section 00 2010
CONTRACT FORM**

CONSTRUCTION CONTRACT

THE STATE OF TEXAS §

COUNTY OF TARRANT §

THIS CONTRACT is entered into this **7 day of August, 2024**, by and between the **ARLINGTON ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation, located in Tarrant County, Texas, hereinafter referred to as "Owner" or "AEDC" and **Cowboys Roofing, LLC, dba DSA Contractors**, with offices located at **2500 Texas Dr., Suite 101, Irving, Texas 75062**, hereinafter referred to as "Contractor."

I.

Description of Work

For and in consideration of the payment, agreements and conditions hereinafter mentioned, Contractor hereby agrees to complete the project in the AEDC, described as:

Economic and Development Corporation Office Relocation, 24-0219

Contractor agrees to complete this construction under the terms as stated in this contract, as published by the AEDC; each publication incorporated herein as if written word for word, and available from the AEDC for review upon request. The work is to be performed in a good and workmanlike manner and under the terms of the provisions of this contract. Contractor hereby agrees to furnish all superintendence, labor, insurance, equipment, tools accessories and services necessary to complete the work. Any alteration or deviation from this contract, including any attachments or other related documents, shall only be valid after written authorization from the Owner.

II.

Commencement and Completion

The Contractor hereby agrees to commence work with a Notice to Proceed, and complete work within **146 calendar days**. Owner issued a Notice of Intent **July 26, 2024**.

III.

**Section 00 2010
CONTRACT FORM**

Contract Sum and Payment

The Owner will pay the Contractor an amount not to exceed **Four Hundred Ninety-Seven Thousand and Six Hundred Fourteen Dollars (\$497,614)**, with no exceptions unless modified by Change Order. Based upon progress of the work and Applications for Payment submitted by the Contractor, the Owner will make progress payments to the Contractor on account of the Contract Sum. The period covered by each Application for Payment will be one calendar month ending on the twenty-fifth (25th) day of the month. The Owner will make payment to the Contractor not later than thirty (30) calendar days following receipt of the Contractor's billing in a form acceptable to the Owner. Interest on any late payments will be paid in accordance with the Texas Prompt Payment Act. Applications for Payment will indicate the percentage of completion of each portion of the work as of the end of the period covered by the Application for Payment. Each progress payment will be reduced by retainage in the amount of five percent (5%) of the Contractor's Application for Payment. Final payment, constituting the entire unpaid balance of the Contract Sum including retainage, will be made to the Contractor when the Contract has been fully performed by the Contractor and after City receives properly completed project close-out documents including, but not limited to the following:

Punch List

Certificate of Substantial Completion

Final Change Order

Certificate of Occupancy (if applicable)

Application/Certificate for final payment

Contractor's Affidavit of Payment of Debts and Claims

Contractor's Affidavit of Release of Liens

Consent of Surety Company to Final Payment

Liens Releases: Subcontractors/Suppliers

Operation/Maintenance Instructions and Parts List

Submittal Log and Submittal Data

HVAC Test/Adjust/Balance Report

Subcontractor List

Warranty Letters

Record Drawings

Target Arlington Affidavit

Asbestos-Containing Materials Affidavit

TDLR Final Inspection

IV.

Architect or Engineer

Where the term "Architect" occurs, it shall refer to an individual who is licensed to practice architecture in the State of Texas, and who is authorized by the Owner to administer this contract.

**Section 00 2010
CONTRACT FORM**

V.

Priority and Clarification of Documents

In case of conflict between this contract and other documents enumerated as forming a part of this contract, the provisions of this contract shall govern. Whenever additional clarification or interpretation is required, and upon receiving a written request, a written decision will be rendered by the Architect.

In resolving inconsistencies among two or more sections of the contract documents, priority of interpretation shall be in the following order:

1. Contract or signed agreement
2. Contractor's Bid or Proposal

Addenda and Change Orders shall take precedence over all sections referenced therein. Figure dimensions on Drawings shall take precedence over scale dimensions.

VI.

Insurance

Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until all the insurance required under the contract has been submitted to and approved by Owner, nor shall the Contractor allow any subcontractor to commence work on any subcontract until all similar insurance of the subcontractor has been obtained and approved.

- A. Commercial General Liability: \$1,000,000 per occurrence, \$2,000,000 annual aggregate policy limit. This policy shall have no standard coverage removed by exclusions. Policy shall be endorsed to provide full coverage per project (CG 2503)
- B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as any auto, or hired and non-owned vehicles.
- C. Worker' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$1,000,000 for each accident, \$1,000,000 disease, each employee, and 1,000,000 disease policy limit.
- D. Umbrella Liability Insurance: \$2,000,000 per occurrence excess of General and Auto Liability policy and follow form of under lying policies.

Other Insurance Provisions:

- E. The City shall be named as an additional insured on the General Liability, Automobile Liability, and Umbrella Liability Insurance policies. For

**Section 00 2010
CONTRACT FORM**

- General Liability, additional insured shall include premises/operations and products/completed operations. These insurance policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.
- F. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits or materially changed except after thirty (30) days prior to written notice has been provided to the City. If a policy is canceled for non-payment of premium only 10 days notice is required.
- G. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.
- H. Workers' Compensation Coverage: Coverage shall be provided by the Contractor for any of its owners or officers, including any proprietors, partners, executive officers or similar representatives (regardless of whether or not the person has an equity ownership interest in the Contracting Firm), who will be present at the project site during any phase of the construction. The contractor shall also be responsible for any of the subcontractors' owners or officers who will be present at the project site during any phase of the construction.
- I. Insurer shall agree to waive subrogation rights on all policies for loss or damage to the extent same are covered by insurance. Insurers shall have no right of recovery or subrogation against CITY.
- J. Subcontractors: Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.
- K. The Contractor shall also comply with the following in its provisions of workers' compensation insurance.
1. Workers' Compensation Insurance Coverage Definitions:
 - a. Certificate of coverage ("certificate") – A copy of a certificate of insurance, a certificate of authority, to self-insure, issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - b. Duration of the project –includes the time from beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - c. Persons providing services on the project ("subcontractor" in Section 406.096) – includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has

**Section 00 2010
CONTRACT FORM**

employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner –operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

2. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
3. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
4. If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
5. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - a. A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - b. No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
6. The Contractor shall retain all required certificates of coverage for the duration of the project and for two (2) years thereafter.
7. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within thirty (30) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
8. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers’ Compensation Commission, informing all persons providing services on the project that they are required to covered, and stating how a person may verify coverage and report lack of coverage.
9. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:
 - a. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which

**Section 00 2010
CONTRACT FORM**

- meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
- b. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - c. Provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - d. Obtain from each person with whom it contracts, and provide to the Contractor:
 - i. A certificate of coverage, prior to the other person beginning work on the project; and
 - ii. A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - e. Retain all required certificates of coverage on file for the duration of the project and for two (2) years thereafter.
 - f. Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - g. Contractually require each person with whom it contracts, to perform as required by paragraphs a – g, with the certificates of coverage to be provided to the person for whom they are providing services.
10. By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties or other civil action.
11. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within thirty (30) days after receipt of notice of breach from the governmental entity.

**Section 00 2010
CONTRACT FORM**

12. Certificates of Insurance and endorsements affecting coverage required by this clause shall be forwarded to:

City of Arlington
Human Resources
Mail Stop 63-0790
P.O. Box 90231
Arlington, Texas 76004-3231

13. All certificates must list the project in the description box. See attached example. All contracts require the City to be named as additional insured on general liability, auto liability and excess/umbrella liability coverage. All coverage should be primary and non-contributory. A waiver of subrogation in favor of the City must apply to all policies including workers compensation.

VII.

Performance, Maintenance, and Payment Bonds

- A. A Performance Bond, a Maintenance Bond, and a Labor and Material Payment Bond shall be required, on forms approved by the CITY, each in the amount of 100% of the Contract Sum.
- B. Bonds shall be executed by a surety company listed in Treasury Department Circular 570, authorized to do business in the state of Texas and to which the CITY has no reasonable objection. The CITY shall require that the surety company be qualified as a surety on federal obligations in accordance with state law. The surety company must maintain an office or agency for contact in Tarrant County, Texas.
- C. Bonds shall be provided by the CONTRACTOR without additional cost to the CITY.
- D. The period of the Maintenance Bond shall be two years from the date of acceptance of all work done under the Contract, to cover the guarantee as set forth in this Contract.

VIII.

Indemnification

- A. **CONTRACTOR does hereby agree to waive all claims, release, indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by error, omission, or negligent act of CONTRACTOR, its officers, agents, employees, invitees or other persons, arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement, or on or about the Premises and CONTRACTOR**

**Section 00 2010
CONTRACT FORM**

will, at its own cost and expense, defend and protect CITY from any and all such claims and demands.

- B. Also, CONTRACTOR agrees to and shall indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement on or about the Premises.**
- C. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the CITY, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect CITY from the consequences of CITY's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage.**

**IX.
Monies Withheld**

When the Owner has reasonable grounds for believing that:

- a. Contractor will be unable to perform this contract fully and satisfactorily within the time fixed for performance; or
- b. A meritorious claim exists or will exist against the Contractor or the Owner arising out of the negligence of the Contractor or the Contractor's breach of any provision of this contract; then

The Owner may withhold payment of any amount otherwise due and payable to the Contractor under this contract. Any amount so withheld may be retained by the Owner for that period as it may deem advisable to protect the Owner against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim described here. This provision is intended solely for the benefit of the Owner, and no other person or entity shall have any right or claim against the Owner by reason of the Owner's failure or refusal to withhold monies. No interest shall be payable by the Owner on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Owner.

**X.
Wage Rates**

Contractor shall adhere to applicable State and federal law regarding wage rates and shall pay the Prevailing Wage Rates for this project.

**Section 00 2010
CONTRACT FORM**

**XI.
Equal Opportunity**

- A. In performing under this agreement, Contractor shall not discriminate against any worker, employee or applicant for employment, on the basis of race, color, creed, religion, age, sex, national origin, disability, handicap status, nor otherwise commit an unfair employment practice.

- B. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, religion, age, sex, national origin, disability or handicap status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, as well as access to all facilities necessary for any of the above. Contractor will require posting in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this nondiscrimination clause. This clause will be incorporated into all contracts entered into with suppliers of materials or services, contractors and subcontractors and all labor organizations furnishing skilled, unskilled and craft union skilled labor who may perform any such labor or services in connection with this agreement.

**XII.
Local Businesses**

In performing this contract, Contractor agrees to use diligent efforts to purchase all goods and services from Arlington Businesses whenever such goods and services are comparable in availability, quality and price. As a matter of policy with respect to AEDC projects and procurements, AEDC also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, suppliers or other persons in organizations proposed for work on this contract, the Contractor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

**XIII.
Warranty Service Clause**

Under the terms of the warranties which arise from these contract documents and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the contractor shall

**Section 00 2010
CONTRACT FORM**

correct such work promptly after receipt of written notice from the AEDC or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, contractor agrees to provide for warranty service to the extent practical from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if contractor fails to perform the work in accordance with the contract documents, or if contractor fails to comply with any provision in the contract document, either the AEDC or its designee may, after seven (7) days' written notice to contractor, correct and remedy any such deficiency at the expense of the contractor.

**XIV.
Independent Contractor**

Contractor's status shall be that of an independent contractor and not an agent, servant, employee or representative of Owner in the performance of this contract. No term or provision of this contract, or act of Contractor or Owner under this contract, shall be construed as changing this status.

**XV.
Successors and Assignments**

Owner and Contractor each bind themselves, their successors, executors, administrators and assigns to the other party to this contract. Neither Owner nor Contractor will assign, sublet, subcontract or transfer any interest in this contract without the written consent of the other party. No assignment, delegation of duties or subcontract under this contract will be effective without the written consent of Owner.

**XVI.
Disclosure**

By signature of this contract, the Contractor acknowledges to the Owner that Contractor has made full disclosure in writing of any existing conflicts of interest or potential conflicts of interest, including personal financial interests, direct or indirect, in property abutting the proposed project and business relationships with abutting property owners. The Contractor further agrees that Contractor will make disclosure in writing of any conflicts of interest which develop subsequent to the signing of this contract and prior to final payment under the contract.

**Section 00 2010
CONTRACT FORM**

**XVII.
Termination**

Owner reserves the right to terminate this agreement immediately upon breach of any term or provision of this contract by Contractor. If Contractor should fail to complete the work in accordance with the provisions of this contract, and if Contractor shall not cure the default after seven (7) days' written notice, Owner may terminate this contract and complete the work in any manner it deems necessary. Any such act by Owner shall not be deemed a waiver of any other right or remedy of Owner. If after exercising any such remedy, the cost to Owner of the performance of the balance of the work is in excess of that part of the contract sum which has not been paid to Contractor, then Contractor shall be liable for and shall reimburse Owner.

**XVIII.
Headings**

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

**XIX.
Remedy**

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 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.

**XX.
Severability**

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract are held for any reason to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, or conditions of this contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

**XXI.
Applicable Law**

**Section 00 2010
CONTRACT FORM**

This contract is entered into subject to the Charter and ordinances of the AEDC, as amended, and is to be construed, governed, and enforced under all applicable State of Texas and Federal laws. Situs of this contract is agreed to be Tarrant County, Texas, for all purposes including performance, execution and any litigation.

**XXII.
Other Documents**

Other documents forming a part of this contract are as follows:

1. Copy of Contractor's Bid or Proposal.
2. Section 00 2020 Performance Bond.
3. Section 00 2030 Payment Bond.
4. Section 00 2040 Maintenance Bond.
5. Section 00 3010 Contractor Status Information Form.
6. Section 00 3020 Affidavit Against Prohibited Acts.
7. Section 00 3030 Contractor Residency Statement.
8. Section 00 3040 Prevailing Wages.
9. Section 00 3060 Form 1295.
10. Section 00 3080 Minority/Women Business Enterprise.
11. Section 00 3090 Verification Relating to Boycotting Israel.
12. Section 00 3091 Verification Relating to Boycotting Energy Companies.
13. Section 00 3092 Verification Relating to Discriminating Against Firearm or Ammunition Industries.
14. Surety Data Sheet.
15. Plans and Specifications.

**XXIII.
Complete Agreement**

This contract, referred to as "contract" or "agreement," and including any stated attachments and publications included by reference, embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties relating to matters herein; and except as otherwise provided herein, shall only be modified with the written agreement of the Owner and the Contractor.

**XXIV.
Title VI**

The AEDC, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in

Section 00 2010 CONTRACT FORM

Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award. Vendor will abide and ensure compliance with all terms of Appendix A of the USDOT Standard Title VI Assurances as listed below.

Appendix A of the USDOT Standard Title VI Assurances

During the performance of this contract, the **Contractor**, for itself, its assignees and successors in interest (hereinafter referred to as the "**Contractor**") agrees as follows:

(1) Compliance with Regulations: The **Contractor** shall comply with the Regulations relative to nondiscrimination in Federally-Assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The **Contractor**, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The **Contractor** shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the **Contractor** for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the **Contractor** of the **Contractor's** obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: The **Contractor** shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the AEDC or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a **Contractor** is in the exclusive possession of another who fails or refuses to furnish this information the **Contractor** shall so certify to the City of Arlington, or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the **Contractor's** noncompliance with the nondiscrimination provisions of this contract, the AEDC shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

**Section 00 2010
CONTRACT FORM**

(a) withholding of payments to the **Contractor** under the contract until the **Contractor** complies, and/or

(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The **Contractor** shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The **Contractor** shall take such action with respect to any subcontract or procurement as the AEDC or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a **Contractor** becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the **Contractor** may request the AEDC to enter into such litigation to protect the interests of the AEDC, and, in addition, the **Contractor** may request the United States to enter into such litigation to protect the interests of the United States.

XXV.

Compliance with Texas Government Code Chapter 552

A. In this section, Contracting Information shall have the same meaning as defined in Texas Government Code § 552.003(7).

B. The Contractor must preserve all Contracting Information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;

C. The Contractor must promptly provide to the governmental body any Contracting Information related to the contract that is in the custody or possession of the entity on request of the governmental body; and

D. On completion of the contract, Contractor shall either

1. Provide at no cost to the Owner all Contracting Information related to the contract that is in the custody or possession of the Contractor; or

2. preserve the Contracting Information related to the contract as provided by the records retention requirements applicable to the AEDC.

E. **The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.**

XXVI.

**MINORITY/WOMEN BUSINESS ENTERPRISE (MWBE) CONTRACT
SPECIFIC GOAL**

**Section 00 2010
CONTRACT FORM**

The City's Minority/Woman Business Enterprise (MWBE) utilization goal, for this project is **9.75** %.

The contractor's MWBE commitment percentage is based on the total value of the contract including any change orders and modifications throughout the contract agreement.

**XXVII.
MWBE Program Post Award Compliance**

It is the City's policy to remove all barriers for MWBEs to compete and create a level playing field for MWBEs to participate in City contracts and related subcontracts.

The Contractor specifically shall comply with all applicable provisions of the City's Minority & Woman Business Enterprise Policy and Procedures Manual ("MWBE Policy and Procedures") and any amendments. MWBE and non-MWBE subcontractors also agree to comply with all applicable provisions of the City's MWBE Policy and Procedures and any amendments. The City's MWBE Policy and Procedures and any amendments thereto are incorporated by reference herein as though written word for word. The Contractor shall insert the substance of this provision in all subcontracts and purchase orders.

The Contractor shall appoint a high-level official with decision-making capabilities for the Contractor to administer and coordinate the Contractor's efforts to carry out the requirements and provisions of the City's MWBE Policy and Procedures and its Contractual commitments.

The AEDC reaffirms that it will not, nor will its Contractors, discriminate based on race, age, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, gender, disability, or place of birth in the award and performance of contracts.

Every locally funded contract will be evaluated by the City to determine the appropriate method for enhancing MWBE participation, including progress towards the achievement of the annual aspirational MWBE goal and other program objectives.

Procedures for implementation, including good faith efforts requirements, information submitted with bid proposals, reporting procedures, etc., shall be consistent with the procedures utilized in the City's MWBE Policy & Procedures Manual.

The City will recognize MWBE companies that have received one or more certifications from the following organizations:

- North Central Texas Regional Certification Agency (NCTRCA),
- State of Texas Historically Underutilized Business (HUB),
- Texas Department of Transportation (TxDOT),
- DFW Minority Supplier Development Council (MSDC), and
- Woman's Business Council Southwest.

**Section 00 2010
CONTRACT FORM**

The City reserves the right to review, accept or reject any certification from agencies not listed.

The Contractor agrees to provide information about its minority status at time of contract execution. Contractor will also be required to submit cost information towards minority/woman owned businesses. The information submitted is for reporting purposes only and shall include the Contractor and any other firms performing work as a part of this contract such as surveying services. See attached sample Prime and Subs & Minority/Women Business Enterprise (MWBE) Report form. Submitted form shall be accompanied by copy of certification(s) for Contractor and any applicable firms. Contractor will be required to submit anticipated dollar amounts towards these businesses (if applicable) upon execution of the contract for this project and actual dollar amounts spent with the monthly pay request through the City's Diversity Management System (B2Gnow). Contractor is responsible for ensuring its employees who are processing payment requests on its company's behalf are trained on the City's Diversity Management System (B2Gnow). It will be the Contractor's responsibility to ensure submitted certification(s) are up-to-date, including for any applicable firms.

Contractor shall pay its subcontractors and subconsultants no later than the 5th business day after the date the Contractor receives payment from the City. A finding of non-payment shall be a material breach of this contract. The City may withhold progress payments until the Contractor demonstrates timely payment due all subcontractors and subconsultants. The City also reserves the right to exercise other breach of contract remedies.

The failure by the Contractor to carry out the requirements of the MWBE Policy and Procedures is a material breach of the Contract and may result in the termination of the Contract or such other remedies as the City deems appropriate. Violation of MWBE Policies and Procedures, or Contractual obligations, may result in any one or more of the following sanctions:

1. Administrative Warning: Issued for first-time violations or minor violations.
2. Withholding of funds payable under the Contract, including, but not limited to, funds payable for work self-performed by the Contractor.
3. Temporarily suspending, at no cost to the City, Contractor's performance under the Contract.
4. Termination of the Contract.
5. Suspension/debarment of an Contractor for a period of time from participating in any solicitations issued by the City.

THIS CONTRACT is executed and effective as of the day and year first written above.

**Section 00 2010
CONTRACT FORM**

CONTRACTOR:

OWNER:

CONTRACTOR'S NAME

ARLINGTON ECONOMIC
DEVELOPMENT CORPORATION

BY _____
Printed or Typed Name
Title

BY _____
MARTY WIEDER
Executive Director of AEDC

ATTEST:
MARTHA GARCIA
ACTING CITY SECRETARY

APPROVED AS TO FORM:
MOLLY SHORTALL
CITY ATTORNEY

**Section 00 2010
CONTRACT FORM**

THE STATE OF TEXAS §

Contractor Acknowledgment

COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____, who is known to me or who was proved to me on the oath of _____ (name of person identifying the acknowledging person) who is known to me or who was proved to me through _____ (description of identity card or other document issued by the federal or state government containing the picture and signature of the acknowledging person) to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same for and as the act of _____, a _____ of _____ County, Texas, and as _____ thereof, and for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____

THE STATE OF TEXAS §

AEDC Acknowledgement

COUNTY OF TARRANT §

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared **Marty Wieder**, known to me to be a person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for and as the act of the AEDC, a Texas non-profit corporation, and as **Executive Director of AEDC** thereof, and for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 20__.

Notary Public In and For The State of Texas

Notary's Printed Name

My Commission Expires: _____



24-0219 Addendum 5

Cowboys Roofing

Supplier Response

Event Information

Number: 24-0219 Addendum 5
Title: Economic Development Corporation Office Relocation
Type: Sealed Bid
Issue Date: 6/5/2024
Deadline: 7/18/2024 02:00 PM (CT)
Notes: The intent of this solicitation is to establish a construction contract for the Economic Development Corporation office relocation.

The City of Arlington strongly encourages bidders to submit their response to this bid electronically. If submitting a paper bid, it must be submitted in a sealed envelope or package and labeled with the company name, solicitation number and title. Late bids will not be accepted.

The City of Arlington exclusively uses IonWave for the notification and dissemination of all solicitations. The receipt of solicitations through any other means may result in your receipt of incomplete specifications and/or addendums which could ultimately render your bid/proposal non-compliant. The City of Arlington accepts no responsibility for the receipt and/or notification of solicitations through any other means.

Contact Information

Contact: Vanessa Canela, Sr. Purchasing Agent

Address: Procurement Division

Chase Building

500 E. Border St.

7th Floor

Arlington, TX 76010

Phone: (817) 459-6321

Email: Vanessa.Canela@arlingtontx.gov

Cowboys Roofing Information

Contact: Chukie Ehiobu
Address: 1320 Brown Trail
Bedford, TX 76022
Phone: (469) 449-3901
Toll Free: (682) 289-0333
Email: chuck@cowboysroofing.net
Web Address: www.cowboysroofingllc.net

This quote shall remain in effect for ninety (90) days from quote opening and shall be exclusive of federal excise and state and local sales tax (exempt). The undersigned agrees they are authorized to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Quote, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract. By entering your name in the field provided, you signify that you are accepting the terms and conditions of this quote and your typed name will serve as your electronic digital signature. You also certify that if a Texas address is listed, you qualify as a Texas resident bidder as defined in Rule 1 TAC 111.2.

Tim W Ebel

Signature

Submitted at 7/18/2024 01:55:49 PM (CT)

tim@dsacontractors.net

Email

Requested Attachments

Insurance ACORD Form

COI 10-24.pdf

Please provide Insurance ACORD form as a response attachment. Insurance must be valid and not expired.

W9 Form

W-9 Cowboys Roofing 2-2024.pdf

Please upload W-9 (Oct 2018 Rev.) as a Response Attachment.

MWBE Certification

MBE Exp April 2025.pdf

If certified MWBE, please submit a copy of your certification.

MWBE Utilization Form

MWBE Utilization Plan.pdf

Download MWBE Utilization form from attachments and include a completed form with response attachments.

GFE Checklist

GFE Checklist.pdf

Download GFE Checklist from attachments and include a completed form with response attachments.

Letter of Intent to Subcontract

Letter of Intent.pdf

Download Letter of Intent to Subcontract form from attachments and include a completed form with response attachments.

CSI DIVISION COST LIST

Estimate - EDC TE July 18, 2024
CSI Line Items.pdf

Reference Project Manual.

Bid Bond

Bid Bond for submitting.pdf

A scanned copy of the bid bond is sufficient for the electronic bidding process. If awarded or selected for a short-list, the Bidder will be required to submit the original hard-copy bid bond within fifteen (15) calendar days after notification.

Bid Attributes

1 Contact Name

Tim Ebel

2	Contact Phone <input type="text" value="(817) 269-3437"/>
3	Tax ID: <input type="text" value="810933941"/>
4	Contact Email: <input type="text" value="tim@dsacontractors.net"/>
5	Digital Signature <p>I agree if the bid/proposal is accepted, to provide all goods/services upon which prices are offered, at the terms and conditions contained in this Scope of Work. The period for acceptance of this bid/proposal shall be 90 calendar days unless stated otherwise.</p> <p>By acknowledging this attribute, you signify that you are accepting the terms and conditions of this contract. You also certify that if a Texas address is listed, you qualify as a Texas resident bidder as defined in Rule 1 TAC 111.2.</p> <input checked="" type="checkbox"/> I have read and agree
6	MWBE <p>Minority and/or Woman Owned Business Enterprises are encouraged to participate in Arlington's procurement process. In order to be identified as a Qualified Minority and/or Woman Owned Business Enterprise in the City of Arlington, please state your classification:</p> <input type="text" value="Black"/>
7	MWBE Policy Statement <p>I acknowledge the MWBE Policy and contract requirements listed in the MWBE Special Contract Provisions Attachment.</p> <input checked="" type="checkbox"/> I understand and agree
8	MWBE Submittal of Required Documentation <p>I acknowledge the MWBE Submittal Documentation listed in the MWBE Special Contract Provisions Attachment.</p> <input checked="" type="checkbox"/> I understand and Agree
9	Certification Status <p>If you are an MWBE, which certification agency do you go through?</p> <input type="text" value="NCTRCA"/>
10	W-9 Form <p>Bidder shall include IRS Form W-9 (October 2018 revision) with their bid submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on upload.</p> <p>Bidder here acknowledges that a copy of their company's W-9 Form has been included with this submission.</p> <input checked="" type="checkbox"/> I have read and agree

1 Addendum Acknowledgment

I acknowledge the receipt of all addendums issued with this solicitation. It is the responsibility of the vendor to ensure that they have received addendums if issued.

Call or email Agent of Record prior to submitting your bid to ensure that you have received addendums.

I have read and agree

1 Instruction To Bidders

2 BID DOCUMENTS:

The City of Arlington's IonWave Procurement Portal is the only authorized source for obtaining accurate Bid forms. All addenda and notices related to this procurement will be posted by the City in IonWave.

The City encourages all bids be submitted electronically through the City's IonWave Procurement Portal. If submitting a paper bid, it must be submitted in a sealed envelope or package and labeled with the company name, solicitation number and title.

In either case, bids must be received prior to the due date and time. It is the sole responsibility of the Bidder to ensure timely delivery of the Bid by means chosen by Bidder. The time stamp clock in the Finance Department and in the IonWave system is the official time of record. Late bids will not be accepted.

To receive consideration, the Bid must be submitted on the Bid forms as provided by the City. This Sealed Bid must be completely filled out.

Any addenda or other modification to the Bid documents will be issued by the City prior to the date and time of Bid closing. Such addenda or modification shall be part of the Bid documents and shall be binding upon each Bidder. Each Bidder is required to acknowledge receipt of any and all addenda and submit with their bid.

The City is not responsible for any solicitations advertised by subscriptions, publications; websites (other than the City's) or other sources not connected with the City and the Bidder should not rely on such sources for information regarding any solicitation made by the City of Arlington.

In the event this Bid is obtained through any means other than City's IonWave Procurement Portal, the City will not be responsible for the completeness, accuracy, or timeliness of the final Bid documents received from those other sources. Bid forms obtained from any other source may be incomplete and Bidders risk not receiving necessary addenda, or other required documents causing bid to be considered non-responsive and eliminating the Bid from award.

PREPARATION OF BID:

Bidders are expected to carefully examine all documents that make up this bid, including all addenda, attachments, and exhibits to thoroughly familiarize themselves with all requirements prior to submitting a bid. Upon examination of the solicitation and discovery of any discrepancies, inconsistencies, errors, or ambiguities in, or omissions from the solicitation documents, or should the bidder be in doubt of any meanings, the bidder shall promptly notify the Purchasing Agent of Record.

Bid Preparation Costs: All costs associated with the preparation of response for this bid or any other City solicitation shall be borne by the bidder, and not the City.

MINIMUM STANDARDS:

Specifications listed herein describe the expected minimum standards. If any exceptions are taken by the Bidder, the Bidder is responsible for indicating each deviation from the specifications, including an explanation, justification, or

applicable literature for the deviation, and initialed by representative taking exception(s). Any and all exception must be submitted at time of bid submittal. The City reserves the sole right to accept or reject, in whole or part, any proposed exceptions. The absence of any indications will be interpreted as Bidder's complete compliance with the entire specification.

EXPLANATION OF BID LANGUAGE:

It is the intent and purpose of the City of Arlington that this solicitation promotes competitive bidding. It shall be the Bidder's responsibility to advise the Purchasing Agent of Record, at the email listed on the cover page of this solicitation, if any language, requirements, or combination thereof, inadvertently restricts or limits the requirements stated in this Bid to a single source. Interpretations, corrections, or changes to the bid made in any other manner are not binding upon the City, and bidders shall not rely upon such interpretations, corrections or changes. Oral explanations or instructions given before the award of the contract are not binding. The City expressly reserves the right to:

- Specify approximate quantities in the bid
- Extend the bid opening date and time
- Add additional terms or modify existing terms in the bid

ADDENDA:

- Any interpretations, clarifications, and changes made will be issued by the Purchasing Division.
- Oral answers received by any member of the Purchasing Division or requesting Department will not be authoritative, and the City will not entertain any protest based on a verbal instruction.
- It is the bidder's responsibility to obtain, review and acknowledge any and all addenda. Receipt of Addenda must be acknowledged within the bid attributes.
- Addenda are available through the City's IonWave Procurement Portal. It is the responsibility of the Bidder to ascertain if any addenda have been issued, to obtain such addenda, and to return executed addenda with their bid. The City will not consider any request to re-open a bid as a result of failure by Bidder to secure addenda in accordance with this bid.
- Failure to return any and all issued addenda may adversely affect the bidder's opportunity for award.

BID COMPLIANCE:

- All items contained in the bid must be in total compliance with the specifications in this solicitation.
- Each Bidder must furnish the information required by the solicitation on the documents provided. Bids submitted on any other form(s) may be considered non-responsive.
- Any attempt to alter the wording in the bid may result in rejection of the bid.
- Bids may not include exempted taxes such as City, State, and most Federal taxes. The successful bidder should request a Tax Exemption Certificate from the Purchasing Division as needed. Under no circumstances shall the City be liable to pay taxes for which the City has an exemption.
- Conflict of Interest: All Bidders must disclose, with the bid, the name of any officer, director, or agent who is also an officer or employee of the City of Arlington. Furthermore, all Bidders must disclose the name of any City of Arlington officer or employee who owns, directly, or indirectly, an interest of ten percent (10%) or more of the Bidder's firm or any of its branches. Failure to disclose in this manner will result in the immediate disqualification of or cancellation of the bid for work. The City will seek all damages for the recoupment of losses in having to re-bid or re-assign this bid.

PRICES:

Bid pricing for goods and services covered under this specification shall be firm unless otherwise specified. Pricing shall include, but is not limited to, mobilization, labor, material, equipment, tools, license, FOB delivery, unless otherwise requested on the Bid Price Schedule. It is the responsibility of the Bidder to check the unit price being submitted on the solicitation and shall verify accuracy of pricing by signature on the Bid Price Schedule. No price changes will be allowed after opening. In the event of a discrepancy between unit price and extended price, the unit price shall prevail as

accurate.

BRAND NAME OR EQUAL:

If the bid indicates brand name or "equal" products are acceptable, the bidder may bid an "equal" product as an alternate bid but must be prepared to demonstrate those features that render it equal. Final determination of a product as an "equal" solely remains with the City.

DELIVERY TIME:

Delivery time, if stated as a number of days, and shall be interpreted as calendar days. It is understood by Bidder that time is of the utmost with any City purchase; and therefore, if the indicated date cannot be met, or the date is not indicated, the bidder shall state its best delivery time. Failure to meet delivery times quoted may be grounds for cancellation of contract.

SIGNATURE:

The bidder must electronically acknowledge every attribute listed in the solicitation. Bidder's failure to submit required documents may result in the disqualification of the bid.

COMPLIANCE WITH LAWS:

The Bidder shall give all notices and comply with all federal, state and local laws, statutes, ordinances, rules and regulations, and lawful orders and decrees of any court, administrative bodies, tribunals, or any public authority in any matter bearing on the performances of the services specified herein. This agreement and the rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Texas. The Bidder warrants and covenants to the City that all services will be performed in compliance with all applicable federal, state, county, and city health and safety codes, rules and ordinances including, but not limited to, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, prompt payment, and licensing laws and regulations, the Texas Industrial Safety and Health Act, and the Workers Right to Know Law.

The Bidder shall maintain all required licenses, certifications, etc. throughout the term of the bid specification. Upon request, the Bidder must furnish the City with satisfactory proof of its compliance.

UNAUTHORIZED WORKERS: The City will not intentionally award publicly-funded contracts to any Bidder who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")], and as amended. The City shall consider the employment by any Bidder of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the City.

Modifications, Withdrawal of Bid, or No Bid Modification of Bids:

- Bids may be modified at any time prior to the due date and time.
- No additional or modified Terms and Conditions included with the bid response shall be evaluated or considered. If submitted it is understood and agreed that the general Terms and Conditions, Special Provisions, and all other supporting documents issued within this solicitation are the only applicable terms and conditions, and the bidder's authorized signature, affixed to the bid, attests to this.

OPENING OF BIDS:

The Office of Procurement representative responsible for opening bids shall confirm the time and announce the bid opening. The representative shall then personally and publicly open and read aloud all bids received on time, in accordance with solicitation type.

PUBLIC DISCLOSURE:

Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (The "Public Information Act").

Proprietary Information: All material submitted to the City becomes public property and is subject to the Texas Open Records Act upon receipt. If a bidder does not desire proprietary information in the bid to be publicly disclosed, each page must be identified and marked proprietary at time of submittal.

The City will, to the extent allowed by law, endeavor to protect such information from public disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary information will result in all unmarked sections being deemed non-proprietary and available upon public request.

Compliance with Texas Government Code Chapter 552:

In this section, Contracting Information shall have the same meaning as defined in Texas Government Code § 552.003(7).

- The Contractor must preserve all Contracting Information related to the contract as provided by the records retention requirements applicable to the governmental body for the duration of the contract;
- The Contractor must promptly provide to the governmental body any Contracting Information related to the contract that is in the custody or possession of the entity on request of the governmental body; and
- On completion of the contract, Contractor shall either
 - Provide at no cost to the Owner all Contracting Information related to the contract that is in the custody or possession of the Contractor; or
 - Preserve the Contracting Information related to the contract as provided by the records retention requirements applicable to the City of Arlington.
- The requirements of Subchapter J, Chapter 552, Government Code, may apply to this contract and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter.

AMERICANS WITH DISABILITIES ACT:

Anyone requiring reasonable accommodation for the public meetings specified herein (i.e. Pre-Bid Meeting or Bid Opening Meeting) should contact the Purchasing Agent of Record named on the first page of this document at least 24 hours in advance of the activity to request accommodations.

SUPPLIER CODE OF ETHICS:

The City of Arlington, Texas, is committed to a procurement process that fosters fair and open competition, as we are governed by the highest ideals of honor and integrity in order to merit public respect and confidence in the spending of public dollars.

To achieve these goals, the following ethical principles shall govern each Supplier who seeks to do business with the City.

Each Supplier shall not:

- Engage in collusive bidding, price fixing, price discrimination, or make an agreement with any other competing Supplier for the purpose of restricting competition.
- Disclose pricing or quotes in submitted bids or proposals, directly or indirectly, to any other competing Supplier prior to the closing date for bids or proposals.
- Make any attempt to induce or coerce any other individual/entity to submit or refrain from submitting a bid or

proposal.

- Under any circumstances, offer or give directly or indirectly, any gifts, gratuities, or other things of value to a City employee or family member, consultant or contractor in connection with the bid or proposal, which might influence or appear to influence purchasing decisions.
- Initiate, negotiate, or render an offer of employment to any City employee who is directly involved with, or personally participating on behalf of the City with respect to any procurement or other matter involving the Supplier.

Each Supplier shall:

- Disclose any transaction or participation of any individual in an operational situation that presents a conflict of interest
- Completely perform any awarded contract, at the contracted price, according to the terms set forth in the contract, and will submit timely and accurate invoices for goods and/or services performed.

Violation of any provision of this Supplier's Code of Ethics, may render the Supplier non-responsible, debarred, or in material breach of the contract, which could result in criminal or civil penalties under the State or Federal Law.

I have read and agree

1
3

Communication Prohibitions

CONTACT WITH CITY COUNCIL, STAFF AND ADVISORS:

All questions concerning this procurement solicitation must be directed to the Purchasing Agent of Record.

The following provisions are intended to ensure a fair and equitable review process so that there is no actual or potential situation where one vendor secures or attempts to secure an unfair advantage over another vendor or creates a situation where there is an appearance of impropriety in contacts between the vendor or vendor's agent or vendor's contractor or vendor's consultant and City officials.

After release of the bid or proposal, no officer, employee, agent or representative of the vendor shall have any contact or discussion, verbal or written, with any members of the City Council, City staff or City's consultants, or directly or indirectly through others, seek to influence any City Council member, City staff, or City's consultants regarding any matters pertaining to this bid project, except as herein provided.

Contacts by the vendor with City staff when such contacts do not pertain to this proposal are exempt from this provision. Examples include:

- Private (non-business) contacts with the City by the vendor's employees acting in their personal capacity
- Contact made to conduct business with the City of Arlington or City of Arlington programs, unrelated to this bid or proposal
- Presentations and/or responses to inquiries initiated by City Staff

and if a representative of the vendor has a question about any potential contact as described above, the Purchasing Manager will be notified in order to make a determination as to whether any contact is allowed in accordance with the bid or proposal submission.

If a representative of any company or party submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in a vendor being disqualified from the process.

I have read and agree

1
4

Standard Terms and Conditions

1. APPLICABLE LAW/VENUE: This Contract is entered into subject to the Charter and ordinances of the City of Arlington, as they 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. The parties to this contract agree and covenant that for all

purposes, including performance and execution that this contract/agreement will be enforceable in Arlington, Texas; and that if legal action is necessary to enforce this contract, exclusive venue will lie in Tarrant County, Texas.

2. INDEPENDENT CONTRACTOR: Contractor shall operate hereunder as an independent contractor and not as an officer, agent, servant or employee of City. Contractor shall have exclusive control of, and the exclusive right to control, the details of its operations hereunder, and all persons performing same, and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants.

3. ASSIGNMENT: The Contractor shall not sell, assign, transfer or convey any interest in this contract in whole or in part without the prior written consent of the City of Arlington. No assignment, transfer or conveyance under this contract will be effective without the prior written consent of the City.

4. CONFLICT OF INTEREST: The Contractor covenants and agrees that Contractor and its officers, employees, and agents will have no interest, including personal financial interest, and will acquire no interest, either directly or indirectly, which will conflict in any manner with the performance of the services called for under this Contract. No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City or in compliance with the provisions of the City of Arlington Personnel Policies and Procedures Manual. Any violation of this provision shall render this contract voidable at the discretion of the City.

5. SEVERABILITY: In case any one or more of the provisions contained in this contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this contract, and this contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

6. MODIFICATIONS: This contract can be modified only by written agreement of the parties.

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

8. TARGET ARLINGTON: In performing this contract, Contractor agrees to use diligent efforts to purchase all goods and services from Arlington businesses whenever such goods and services are comparable in availability, quality, and price.

9. M/WBE: As a matter of policy with respect to the City of Arlington projects and procurements, City of Arlington also encourages the use, if applicable, of qualified contractors, subcontractors and suppliers where at least fifty-one percent (51%) of the ownership of such contractor, subcontractor or supplier is vested in racial or ethnic minorities or women. In the selection of subcontractors, the Contractor agrees to consider this policy and to use its reasonable and best efforts to select and employ such company and persons for work on this contract.

10. PAYMENT TERMS: All payment terms shall be Net 30, and payments shall be made on approved invoices in accordance with the Texas Prompt Payment Act.

11. TAXES: The City of Arlington is exempt from Federal Excise and State Sales taxes. Taxes must not be included in bid pricing. Tax exemption certificates will be prepared and executed by the City's Purchasing Division and furnished upon request.

12. FUNDING: Contractor recognizes that the continuation of any contract after the close of any given fiscal year of the City of Arlington, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval

of the City of Arlington providing for or covering such contract item as an expenditure therein. The City does not represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council. Should funding not be approved by the City Council for any given budget year during the contract term, the contract will terminate and become null and void.

13. F.O.B. DELIVERED AND DAMAGES: Prices bid and quoted shall always be Freight On Board (F.O.B.) Delivered, to Municipal Facility, Arlington, Texas, and shall include all freight, delivery and packaging costs. The City of Arlington assumes no liability for goods damaged while in transit and or delivered in a damaged or unacceptable condition. The Contractor shall be responsible for and handle all claims with carriers, and in case of damaged goods shall ship replacement goods immediately upon notification by the City of damage.

14. CONTRACTOR TO PACKAGE GOODS: Contractor will package goods in accordance with good commercial practice. Each shipping container, shall be clearly and permanently marked as follows: (a) Contractor's name and address; (b) Consignee's name, address and purchase order or purchase change order number; (c) Container number and total number of container, e.g., box 1 of 4 boxes; and (d) Number of the container bearing the packing slip. Contractor shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. City's count or weight shall be final and conclusive on shipments not accompanied by packing list.

15. PLACE OF DELIVERY: The place of delivery shall be set forth in the block of the purchase order or purchase change order entitled "Ship to."

16. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City of Arlington until the City actually receives and takes possession of the goods at the point(s) of delivery, after inspection and acceptance of goods.

17. FORCE MAJEURE: Contractor shall not be liable for delay in delivery or performance when such delay is due to factors beyond its control, including but not limited to, explosions, governmental regulations, court orders or decrees, or acts of nature such as flood, wind, earthquake, tornado or hurricane. If the Contractor is unable to perform any of its obligations as a result of force majeure, Contractor shall immediately give written notice to the Purchasing Division of the date of inception of the force majeure condition and the extent to which it will affect performance.

18. RIGHT OF INSPECTION: City shall have the right to inspect the goods upon delivery before accepting them. Contractor shall be responsible for all charges for the return to Contractor of any goods rejected as being nonconforming under the specifications.

19. RIGHT TO AUDIT: Contractor agrees that the City shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions relating to this Contract. Contractor agrees that the City shall have access, during normal working hours, to all necessary Contractor facilities, and shall be provided adequate and appropriate workspace, in order to conduct audits in compliance with the provisions of this section. The City shall give Contractor reasonable advance notice of intended audits.

B20. PRICE WARRANTY: The price to be paid by the City shall be that contained in Contractor's bid, which Contractor warrants to be no higher than Contractor's current prices on orders by others for products of the kind and specification covered by this contract for similar quantities under like conditions and methods of purchase. In the event Contractor breaches this warranty, the prices of the items shall be reduced to Contractor's current prices on orders by others, or in the alternative upon City's option, City shall have the right to cancel this contract without liability to Contractor for breach or for Contractor's actual expense.

21. WARRANTY SERVICE CLAUSE: Under the terms of the warranties which arise from these contract documents

and/or by the terms of any applicable special warranties required by the contract documents, if any of the work in accordance with this contract is found to not be in accordance with the requirements of the contract documents, the Contractor shall correct such work promptly after receipt of written notice from the City of Arlington or the architect, engineer or other entity as the contract documents may provide. This obligation shall survive acceptance of the work under the contract and termination of the contract. In order to facilitate a prompt response, Contractor agrees to provide for warranty service to the extent practical, from local businesses, including goods and services, when such goods and services are comparable in availability, quality and price. If Contractor fails within a reasonable time after written notice to correct defective work or to remove and replace rejected work, or if Contractor fails to perform the work in accordance with the contract documents, or if Contractor fails to comply with any provision in the contract document, either the City of Arlington or its designee may, after seven (7) days written notice to Contractor, correct and remedy any such deficiency.

22. SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970, as amended. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at Seller's expense. In the event Seller fails to make appropriate correction within a reasonable time, any correction made by Buyer will be at Seller's expense. Where no correction is or can be made, Seller shall refund all monies received for such goods within thirty (30) days after request is made by Buyer in writing and received by Seller. Notice is considered to have been received upon hand delivery, or otherwise in accordance with Section B5 of these terms and conditions. Failure to make such refund shall constitute breach and cause this contract to terminate immediately.

23. SOFTWARE LICENSE TO SELLER: If this purchase is for the license of software products and/or services, and unless otherwise agreed, Seller hereby grants to Buyer, a perpetual, irrevocable, nonexclusive, nontransferable, royalty free license to use the software. This software is proprietary to Seller, and is licensed and provided to the Buyer for its sole use for purposes under this Agreement and any attached work orders or invoices. The City may not use or share this software without permission of the Seller; however Buyer may make copies of the software expressly for backup purposes.

24. WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY: Seller warrants that the goods or services do not infringe upon or violate any United States patent, copyright, or trade secret. Seller will defend at its expense any action against Buyer or Buyer as licensee to the extent that it is based on a claim that goods used or services provided used within the scope of the license hereunder infringe upon a United States patent, copyright or trade secret, and Seller will pay any and all costs and damages finally awarded against Buyer or Buyer as licensee in such actions which is attributable to such claim. Should the products or services become, or in Seller's opinion be likely to become, the subject of any claim of infringement, Seller shall either: (a) procure for Buyer the right to continue to use the goods or services; or (b) modify the goods or services to make them non-infringing, provided that such modification does not materially adversely affect Buyer's authorized use; or (c) replace the goods or services with equally suitable, compatible, and functionally equivalent non-infringing goods or services at no additional cost to the Buyer; or (d) if none of the foregoing alternatives is reasonably available to Seller, terminate this agreement and refund to Buyer the payments actually made to Seller under this agreement.

25. OWNERSHIP OF WORK PRODUCT: Seller agrees that any and all analyses, evaluations, reports, memoranda, letters, ideas, processes, methods, programs, and manuals that were developed, prepared, conceived, made or suggested by the Seller for the City pursuant to a Work Order, including all such developments as are originated or conceived during the term of the Contract and that are completed or reduced to writing thereafter (the "Work Product") and Seller acknowledges that such Work Product may be considered "work(s) made for hire" and will be and remain the exclusive property of the City. To the extent that the Work Product, under applicable law, may not be considered work(s) made for hire, Seller hereby agrees that this Agreement effectively transfers, grants, conveys, and assigns exclusively to Buyer, all rights, title and ownership interests, including copyright, which Seller may have in any Work Product or any tangible media embodying such Work Product, without the necessity of any further consideration, and Buyer shall be entitled to obtain and hold in its own name, all Intellectual Property rights in and to

the Work Product. Seller for itself and on behalf of its contractors hereby waives any property interest in such Work Product.

26. NEW MATERIALS: 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.

27. RECYCLE MATERIALS: 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 Arlington 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 bid for the items requested. All recycled products should meet the minimum standards established in the bid 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 bid as an alternate.

28. USE OF ARLINGTON, TEXAS LANDFILL: All contracts for contractors performing demolition and/or construction projects for Arlington, Texas shall contain a provision requiring that all debris, trash and rubble from the project be transported to and disposed of at the Arlington Landfill in accordance with local and state regulations. The contractor shall provide evidence of proper disposal through manifests, which shall include the types of material disposed of, the name and location of the disposal facility, date of disposal and all related fees.

29. HEALTH, SAFETY, AND ENVIRONMENTAL REQUIREMENTS: Services, products, materials, and supplies provided by the Seller must meet or exceed all applicable health, safety, and the environmental laws, requirements, and standards. In addition, Seller agrees to obtain and pay, at its own expense, for all licenses, permits, certificates, and inspections necessary to provide the products or to perform the services hereunder. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

30. SAMPLES: Samples, if required, shall be furnished free of expense to the City and if not used or destroyed in examination and testing will be returned to the bidder, if requested, at the bidder's expense. Each sample must be marked with bidder's name, address, and bid number reference. SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.

31. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

32. INDEMNIFICATION: A. CONTRACTOR does hereby agree to waive all claims, release, indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action which may arise by reason of injury to property or persons occasioned by error, omission, or negligent act of CONTRACTOR, its officers, agents, employees, invitees or other persons, arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement, or on or about the Premises and CONTRACTOR will, at its own cost and expense, defend and protect CITY from any

and all such claims and demands.

B. Also, CONTRACTOR agrees to and shall indemnify, defend and hold harmless CITY and all of its officials, officers, agents and employees, from and against any and all claims, losses, damages, causes of action, suits and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to this Agreement on or about the Premises.

C. Such indemnity shall apply whether the claims, losses, damages, causes of action, suits or liability arise in whole or in part from the negligence of the CITY, its officers, officials, agents or employees. It is the express intention of the parties hereto that the indemnity provided for in this paragraph is indemnity by CONTRACTOR to indemnify and protect CITY from the consequences of CITY's own negligence, whether that negligence is a sole or concurring cause of the injury, death or damage.

33. NON-DISCRIMINATION: Contractor shall not discriminate against any employee or applicant for employment of Contractor or of the City of Arlington because of race, age, color, religion, sex, national origin, ancestry, disability, or place of birth. Contractor shall take action to ensure that all persons are employed and/or treated without regard to their race, age, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, or place of birth. This action shall include, but not be limited to the following: employment, promotion, demotion, transfer, working conditions, recruitment, layoff, termination, rates of pay or other forms of compensation, and training opportunities.

34. IMMIGRATION NATIONALITY ACT: The City of Arlington actively supports the Immigration & Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Seller shall verify the identity and employment eligibility of all employees who perform work under this Agreement. Seller shall complete the Employment Eligibility Verification Form (I-9), maintain photocopies of all supporting employment eligibility and identity documentation for all employees, and upon request, provide Seller with copies of all I-9 forms and supporting eligibility documentation for each employee who performs work under this Agreement. Seller shall establish appropriate procedures and controls so that no services will be performed by any worker who is not legally eligible to perform such services. Seller shall provide Buyer with a certification letter that it has complied with the verification requirements required by this Agreement. Seller shall indemnify Buyer from any penalties or liabilities due to violations of this provision. Buyer shall have the right to immediately terminate this Agreement for violations of this provision by Seller.

35. DISABILITY: In accordance with the provisions of the Americans With Disabilities Act of 1990 (ADA), Contractor warrants that it and any and all of its subcontractors will not unlawfully discriminate on the basis of disability in the provision of services to general public, nor in the availability, terms and/or conditions of employment for applicants for employment with, or employees of Contractor or any of its subcontractors. Contractor warrants it will fully comply with ADA's provisions and any other applicable federal, state and local laws concerning disability and will defend, indemnify and hold City harmless against any claims or allegations asserted by third parties or subcontractors against City arising out of Contractor's and/or its subcontractor's alleged failure to comply with the above-referenced laws concerning disability discrimination in the performance of this contract.

36. TERMINATION FOR DEFAULT: The City of Arlington reserves the right to terminate the contract without prior notice in the event the Contractor defaults or breaches any of the terms and conditions of this contract, or otherwise fails to perform in accordance with the bid specifications. In the event of termination the City reserves the right to complete the work or services in any manner it deems desirable, including engaging the services of other parties therefore and/or awarding the bid to the next lowest responsible bidder.

Any such act by the City shall not be deemed a waiver of any other right or remedy of City. If after exercising any such remedy, the cost to City of the performance of the balance of the work or services is in excess of that part of the

contract sum, which has not therefore been paid to the Contractor hereunder, Contractor shall be liable for and shall reimburse the City for such excess. Bidders shall for this purpose, keep their bids open and prices fixed for a period of 90 days following the award of this bid.

37. TERMINATION WITHOUT CAUSE: The City shall have the right to terminate the contract, in whole or in part, without cause any time upon thirty (30) days prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease placing orders and all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent funds are appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.

38. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, 78 STAT. 252, 42 U.S.C. 2000D TO 2000D-4: The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

39. PURSUANT TO CHAPTER 2270 OF THE TEXAS GOVERNMENT CODE: The Vendor verifies that Vendor does not boycott Israel and will not boycott Israel during the term of this Contract.

40. PURSUANT TO CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE: Prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and that it will not discriminate against a firearm entity or firearm trade association during the term of this Contract.

41. PURSUANT TO CHAPTER 2274 OF THE TEXAS GOVERNMENT CODE: Prevents any municipal government from entering into a contract for goods and services unless the contractor makes certain verifications. The Contractor verifies that it does not boycott energy companies and will not boycott energy companies during the term of the Contract.

42. COMPLIANCE WITH FEDERAL REGULATIONS: All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Section 80.36(l). The vendor certifies by signing the bid that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the City, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally funded transactions, the vendor shall immediately notify the City's Purchasing Manager, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the City makes final payment. For all contracts involving Federal funds in excess of \$10,000, the City reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

43. NO THIRD-PARTY BENEFICIARY: For purposes of this contract, including its intended operation and effect, the parties to this contract specifically agree and contract that: (1) the agreement 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 a contractual relationship with City or Contractor 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 Contractor.

44. THE AGREEMENT: In the absence of an otherwise negotiated contract, or unless stated otherwise, the Agreement between Buyer and Seller shall consist of these Standard Terms and Conditions together with any applicable bid documents published by the Buyer and Seller's Response to such bid (the "contract documents"). This Agreement is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance of or acquiescence in a course of performance under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this Agreement, the definition contained in the UCC shall control. In the event of a conflict between the contract documents, the order of precedence shall be these Standard Terms and Conditions, the Buyer's published bid documents and the Seller's response. If Buyer and Seller have otherwise negotiated a contract, this Agreement shall not apply.

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

I have read and agree

1 5 EVALUATION FOR AWARD, OR REJECTION OF BIDS

EVALUATION

The City reserves the right to accept or reject, in part or in whole, any bid submitted, and to waive any technicalities in the best interest of the City. The City reserves the right to award in whole to a sole Bidder, split the award between multiple Bidders, or may choose not to award some or all items, depending on the best interest of the City.

The Bidder may furnish pricing for all or a portion of the bid, unless otherwise specified herein. Bids that specify an "all or none" award may be considered if a single award is advantageous.

PRICING

Best Price: An award will be made without further negotiation based upon sealed competitive bids; therefore, the Bidder's best and reasonable price should be submitted in response to the solicitation.

- Reasonable Pricing will be reviewed as part of Best Pricing. A reasonable unit price must be submitted for each line item. In the event, that any unit pricing is determined to be unreasonably too low or too high, the bid may, in whole or part, be determined non-responsive.

RESERVATIONS

The City expressly reserves the right to, with or without cause, and without recourse:

- Consider and accept alternate bids, if specified in the bid documents, when most advantageous to the City
- Waive as an informality, any minor deviations or technicalities from specifications provided they do not affect competition or result in functionally unacceptable goods or services
- Waive any minor informality in any bid or bid procedure (a minor informality is defined as one that does not affect the competitiveness of the Bidder)
- Reject a bid because of unbalanced unit bid prices
- Bidder has previously failed to perform properly, or complete an on-time contract of similar nature, or whom has poor vendor performance documented as part of a public record
- To be the sole judge of references
- Reject or cancel any or all bids

- Reject any part of a bid
- Reissue a solicitation for bid; and/or
- Procure any item by other means

PROHIBITED VENDORS

As of the date of this transaction, Vendor certifies that they are not listed in the prohibited vendors list authorized by Executive Order #13224, "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States Department of the Treasury, Office of Foreign Assets Control (see <http://www.treas.gov/offices/enforcement/ofac/sdn/>).

In addition, Vendor certifies that they are not listed on the Excluded Parties List System (EPLS) which is found at www.sam.gov.

Vendor agrees that should at any time during the term of this contract they become listed on either the Terrorism List or EPLS, Vendor shall promptly notify the City. The City shall have the absolute right to terminate this contract without recourse in the event Vendor becomes listed on the Terrorism List. Vendors identified on either list at time of bid review will not be considered for award.

AWARD

The City of Arlington shall award the bid(s) to the Bidder(s) who meet both the required specifications, and offers the best pricing by the lowest responsive, responsible bidder.

- A responsive bidder is defined to be one who submits a completed sealed bid packet that conforms to all technical and legal requirements within the stated time deadline and in accordance with the bid specifications.
- A responsible bidder is defined to be one who demonstrates specific selection criteria responses indicating that the company has the financial resources, judgement, skill, integrity, performance record and overall ability to successfully deliver the supplies, equipment, or services being procured.

ORDER OF PRECEDENCE:

This bid specification shall be included and incorporated in the final agreement or purchase order. Unless otherwise expressly provided in the final agreement or purchase order, in the event of any conflict between the terms of the final agreement or purchase order; this bid specification; and the vendor's response, the order of precedence shall be the final agreement or purchase order, followed by the solicitation, and then the response to the solicitation.

VENDOR DEBRIEFING:

Vendor debriefing is available within 30 days following award of any contract.

BID GRIEVANCE PROCEDURES:

Any actual bidder or proposer who believes they are aggrieved as a result of a bid or proposal from the City of Arlington may file a grievance. Only written grievances may be considered. The grievance may not be in regard to specific evaluation criteria or weights.

1. The grievance must be in writing and delivered to the Procurement Manager of the City of Arlington. The grievance may be delivered in person to the department offices located at 101 South Mesquite Street, Ste. 800, Arlington, Texas.
2. The Office of Procurement must receive the written grievance within five (5) business days after the posting of the

City staff's award recommendation appearing on the lonwave Procurement Portal.

3. The written grievance must include the following information before it may be considered by the city:

- Name, mailing address, and business phone number of the aggrieved party;
- Identification of the bid or proposal to be reviewed;
- Citation detailing the exact law that is believed to have been violated;
- A precise and short statement of the reason or reasons for the grievance which should provide enough factual information to enable the city to determine the basis of the grievance; and any documentation or other evidence supporting the grievance.

4. All applicable documentation and other information applying to the grievance must be submitted to the Procurement Manager at the time of grievance.

5. The Office of Procurement, in conjunction with the department responsible for the bid or proposal solicitation, will attempt to resolve the grievance, including, at the Purchasing Manager's option, meeting with the aggrieved party. If the grievance is successfully resolved by mutual agreement, the Purchasing manager shall submit a copy/verification of the resolution to the City Manager or designee

6. If the Office of Procurement is unable to resolve the grievance, the aggrieved party may request the grievance be reviewed and resolved by the City Manager or designee.

7. A request for the City Manager's review must be in writing and received by the Office of Procurement within three (3) business days from the date the Purchasing Division notifies the aggrieved party that the issue(s) cannot be resolved. The request for City Manager review must be delivered in person to the Office of Procurement at the address stated above or by certified mail, return receipt requested, to the mailing address stated above.

8. If the aggrieved party fails or refuses to request a review by the City Manager within the three (3) days, the grievance is deemed finalized and no further review by the city is required.

I have read and agree

1
6

Bid Special Conditions

BIDDERS QUALIFICATION:

Each bidder is responsible for submitting all relevant, factual, and correct information at time of the bid submittal. The criteria listed below will be assessed as part of the Post Qualification.

Years of Experience: Bidder shall have a minimum of **three (3)** consecutive years experience relative to the scope of work.

References: Bidder must provide a list of **three (3)** governmental or commercial references. The bidder shall choose references that illustrate the Bidder's ability, capacity, and skill to perform the contract as specified. For each project, list name, description and location and date of contract completion.

- Bidder may list one (1) previous City of Arlington project that he/she has completed.
- The City reserves the right to inspect any and all known previous locations where services were rendered pursuant to the property owners' expressed permission.

Public Information: Any negative vendor performance or information obtained as public record may be cause for consideration of non-award.

I have read and agree

1 Award Criteria

7

Sealed Bid:

Lowest responsive, responsible bid meeting bid specifications per TLGC 252. The City reserves the right to make a bid award to either one vendor or to multiple vendors, whichever is in the best interest of the City. If the award is made to multiple vendors, it will be either as one vendor being the primary vendor and the other vendor the secondary vendor, or both vendors awarded jointly.

Have read and agree

1 Scope of Work Confirmation

8

I have read and understand the scope of work/specifications of this solicitation.

I have read and agree

1 Standard Insurance Requirements

9

Bidder shall include Insurance ACORD Form with their bid submission. This may be done electronically by clicking on the "Response Attachments" tab and clicking on upload.

Bidder here acknowledges that a copy of their company's insurance ACORD Form has been included with this submission.

The Awarded Contractor will not commence work under this contract until all the required insurance has been approved by the City, nor shall Contractor allow any subcontractor to commence work on his or her subcontract until all required insurance of the subcontractor has been obtained and submitted to the City.

The successful bidder shall submit evidence of required insurance on an original ACORD certificate or state approved form at time of bid. The bidder will have no longer than fifteen (15) calendar days following notification of award to submit the required Acord form identifying The City as an additional insured to all applicable coverage, including materials, equipment, or supplies provided by the City. Failure to submit the required document(s) may result in rescinding the award. The bid may thereafter be awarded to the next lowest responsible bidder. A current Acord form must be submitted upon policy changes, renewal, or upon request by the City.

An insurance certificate is required to be on file prior to the start of any work.

1. Commercial General Liability: \$1,000,000 per occurrence, \$1,000,000 products/completed operations and \$2,000,000 general aggregate for bodily injury, personal injury and property damage. This policy shall have no coverages removed by exclusions.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage should be provided as a "Code 1," any auto, or hired and non-owned vehicles.
3. Workers' Compensation and Employers' Liability: Statutory. Employers Liability policy limits of \$1,000,000 for each accident, \$1,000,000 policy limit – Disease, \$1,000,000 each employee disease.
4. Umbrella or Excess Liability: \$2,000,000.00 per occurrence and aggregate.

Other Insurance Provisions

1. The City, its officials, employees and volunteers shall be named as an additional insured with waiver of subrogation in the favor of the City on the Commercial General Liability and Automobile Liability Insurance policies. These insurance

policies shall contain the appropriate additional insured endorsement signed by a person authorized by that insurer to bind coverage on its behalf.

2. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage, materially changed, or in limits except after thirty (30) days prior written notice has been provided to the City. If the policy is cancelled for non-payment of premium, only ten (10) days notice is required.

3. Insurance is to be placed with insurers with a Best rating of no less than A:VII. The company must also be duly authorized to transact business in the State of Texas.

4. Workers' Compensation and Employers' Liability Coverage: The insurer shall agree to waive all rights of subrogation against the City, its officials, employees and volunteers for losses arising from the activities under this contract.

5. Certificates of Insurance and Endorsements effecting coverage required by this clause shall be forwarded to:

City of Arlington
Procurement Division
P. O. Box 90231
Arlington, Texas 76004-3231

6. Workers' Compensation Insurance Coverage:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83 or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in Section 406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

The contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project

The contractor must provide a certificate of coverage to the City prior to beginning work on the contract.

If the coverage period shown on the contractor's current certificate of coverage ends during the duration of the project, the contractor must, prior to the end of the coverage period, file a new certificate of coverage with the City showing that coverage has been extended.

The contractor shall obtain from each person providing services on a project, and provide to the City

I have read and agree

2 0	Company Name: DSA Contractors
2 1	Local Address: 1320 Brown Trail, Bedford, Texas 76022-6402
2 2	Phone (817) 269-3437
2 3	Email: tim@dsacontractors.net
2 4	Primary Point of Contact responsible for work performed under this contract: Tim Ebel
2 5	Years in Business: 9
2 6	Years of Experience performing this type of work: 30
2 7	Has your business operated under any other names? Yes
2 8	If yes, what names: Explain the circumstances of the change: Cowboys Roofing, LLC dba DSA Contractors
2 9	Total Value of work currently under contract: 5452079
3 0	Total Value of work in place within the past 12 months: 7432884
3 1	Percentage of work self-performed on this contract: 0%
3 2	References The vendor shall 3 projects similar to size and scope which were completed during the past three (3) years and similar to size and scope. The City may also consider any previous City projects or contracts. Following the submission, each vendor shall be prepared to furnish any additional information as the City may reasonably request regarding vendors equipment and personnel. The information provided shall constitute an integral part of this response.

3 3	Reference 1 REFERENCE 1
--------	-----------------------------------

3 4	Reference #1 Contact Person's Name Rick Mason
--------	---

3 5	Reference #1 Contact Person's Place of Business MMHR Tarrant County
--------	---

3 6	Reference #1 Address: Street, City, State, Zip Code 129 Harmon Rd, Hurst Texas 76117
--------	--

3 7	Reference #1 Phone Number (817) 705-1004
--------	--

3 8	Reference #1 Email james.mason@mhmrtc.org
--------	---

3 9	Contract Information Contract Information
--------	---

4 0	Contract Amount Enter the total amount of the contract for which you are providing a reference. \$338000
--------	---

4 1	Contract Completion Select the date the contract was completed. 6/10/2022
--------	--

4 2	Contract Work Description Provide a description of the work completed. 5800sq interior office remodel
--------	--

4 3	Reference 2 REFERENCE 2
--------	-----------------------------------

4 4	Reference #2 Contact Person's Name Melissa McDaniel
--------	---

4 5	Reference #2 Contact Person's Place of Business Haltom City Housing
--------	---

4 6	Reference #2 Address: Street, City, State, Zip Code 2800 Moneda St, Haltom City Texas 76117
--------	---

4 7	Reference #2 Phone Number <input type="text" value="(817) 838-2187 x5"/>
4 8	Reference #2 Email <input type="text" value="director@haltomcityhousing.com"/>
4 9	Contract Information Contract Information
5 0	Contract Amount Enter the total amount of the contract for which you are providing a reference. <input type="text" value="\$350000"/>
5 1	Contract Completion Select the date the contract was completed. <input type="text" value="11/30/2023"/>
5 2	Contract Work Description Provide a description of the work completed. <input type="text" value="Interior Renovations"/>
5 3	Reference 3 REFERENCE 3
5 4	Reference #3 Contact Person's Name <input type="text" value="Officer Joey Brown"/>
5 5	Reference #3 Contact Person's Place of Business <input type="text" value="Ovilla Police department"/>
5 6	Reference #3 Address: Street, City, State, Zip Code <input type="text" value="105 S. Cockrill Hill Rd, Ovilla Texas 75154"/>
5 7	Reference #3 Phone Number <input type="text" value="(972) 617-7262"/>
5 8	Reference #3 Email <input type="text" value="jbennett@cityofovilla.org"/>
5 9	Contract Information Contract Information
6 0	Contract Amount Enter the total amount of the contract for which you are providing a reference. <input type="text" value="\$360000"/>

6
1 **Contract Completion**

Select the date the contract was completed.

10/31/2022

6
2 **Contract Work Description**

Provide a description of the work completed.

3600-square-foot Interior Office renovation, while occupied

6
3 **Cooperative Purchasing:**

Should other Government Entities decide to participate in this contract, would you agree that all terms, conditions, specifications, and pricing would apply?

Yes

6
4 **Bonds, Insurance and Affidavits**

The following bonds and proof of insurance shall be filed with the City of Arlington as a condition of the contract, together with appropriate powers of attorney.

Performance, Payment, And Maintenance Bonds: Performance, payment and maintenance bonds in the amount of not less than one hundred percent (100%) of the contract price conditioned upon the faithful performance of the contract, and upon payment of all persons supplying labor or furnishing materials, will be required upon the forms which are a part of the Contract Documents. Bonds shall be executed by a surety company authorized to do business in the State of Texas and acceptable to and approved by the City. The period of the Maintenance Bond shall be two (2) years from the date of acceptance of all work done under the contract, to cover the guarantee as set forth in the Special Provisions.

Performance Bonds And Payment Bonds In Excess Of \$100,000: In addition to all other requirements set forth with regard to performance bonds and payment bonds, any performance bond or payment bond in an amount exceeding One Hundred Thousand Dollars (\$100,000) must be issued by a surety that is qualified as a surety on obligations permitted or required under federal law as indicated by publication of the surety's name in the current U.S. Treasury Department Circular 570. In the alternative, an otherwise acceptable surety company that is authorized and admitted to write surety bonds in Texas must obtain reinsurance on any amounts in excess of One Hundred Thousand Dollars (\$100,000) from a reinsurer authorized and admitted as a reinsurer in Texas who qualifies as a surety or reinsurer on obligations permitted or required under federal law as indicated by publication of the surety's or reinsurer's name in the current U.S. Treasury Department Circular 570.

Insurance: Contractor shall, at his own expense, purchase, maintain and keep in force during the term of this contract such insurance as set forth below. Contractor shall not commence work under this contract until he has obtained all the insurance required under the contract and such insurance has been approved by the City, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance of the subcontractor has been obtained and approved. All insurance policies provided under this contract shall be written on an "occurrence" basis. The policy limits stated below are at a minimum.

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the City (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the work for which the City or the City's property might be responsible or encumbered (less amounts withheld by City) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the City, (3) a written statement that the Contractor knows of no

substantial reason that the insurance will not be renewable to cover the period required by the contract documents, (4) consent of Surety, if any, to final payment and (5) if required by the City, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by the City. If a subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City to indemnify the City of Arlington against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the City all money that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

In addition to the requirements contained above, the Contractor shall comply with the following in its provision of workers' compensation insurance.

Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractor" in §406.096) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries and delivery of portable toilets.

The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

- a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; an
- no later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

The Contractor shall retain all required certificates of coverage for the duration of the project and for two (2) year thereafter.

The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the Contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

- provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project.
- provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
- provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
- obtain from each other person with whom it contracts, and provide to the Contractor:
 1. a certificate of coverage, prior to the other person beginning work on the project; and
 - 2.
 3. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 4. retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter;
 5. notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 6. contractually require each person with whom it contracts, to perform as required by paragraphs 1 – 7 above, with the certificates of coverage to be provided to the person for whom they are providing services.

By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

It is understood and acknowledged by both parties that the minimum amounts for insurance, as provided for herein may be adjusted from time to time due to changing conditions to cover City's needs as determined by its Risk Manager.

Any of the insurance policies required under this section may be written in combination with any of the others, where legally permitted, but none of the specified limits may be lowered thereby.

I have read and understand...

6
5 **Contractor Residency Statement**

The Texas Government Code section 2252.002 governs the awarding of contracts to non-resident bidders. This law provides that, in order to be awarded a contract as low bidder, a non-resident bidder (out-of-state contractor whose corporate office or principal place of business is outside the State of Texas) bid projects in Texas at an amount lower than the lowest Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a non-resident bidder in order to obtain a comparable contract in the state in which the non-resident's principal place of business is located. The appropriate blanks in the following statement must be filled out by all out-of-state or non-resident bidders in order for those bids to meet specifications. The failure of out-of-state or non-resident contractors to do so will automatically disqualify that bidder. This does not apply to contracts involving Federal Funds.

*The State Purchasing and General Services Commission defines Principal Place of Business as follows:

Principal Place of Business in Texas means, for any type of business entity recognized in the State of Texas, that the business entity:

-has at least one permanent office located in the State of Texas, from which business activities other than submitting bids to governmental agencies are conducted and from which the bid is submitted, and

-has at least one employee who works in the Texas office

*The Texas Comptroller annually publishes a list showing how each state regulates the award of governmental contracts whose principal place of business is not located in that state. <http://comptroller.texas.gov/>

I am a Texas Residential Bidder

6
6 **Contractor Residency Statement**

If selected **Non-Resident Contractor** in the section above, please give the **State** of principal place of business, and the **Percentage** required to be lower than resident bidders by State Law.

N/A

6
7

Wage Rates Acknowledgement

A. Attention is called to V.T.C.A, Government Code, Chapter 2258. This Chapter requires the Contractor and any subcontractor under him to pay not less than the prevailing rates of per diem wages in the locality of the work at the time of construction to all laborers, workmen and mechanics employed by them in the execution of the Contract. Bidders should familiarize themselves with the entire provisions of this law and the penalties provided for its violation before submitting their bids.

B. In accordance with this Chapter, the Owner has established a schedule of prevailing wage rates which is published in the following pages, and not less than these established rates must be paid on the project. Any workers not included in the schedule shall be properly classified and paid not less than the rate of wages prevailing in the locality of the work at the time of construction.

C. For overtime work and legal holidays, the hourly rate shall be one and one-half times the Basic Hourly Rate.

D. The Contractor shall forfeit as a penalty to the Owner the amount of sixty dollars (\$60.00) for each laborer, workman or mechanic employed by him or by any subcontractor under him, for each calendar day or portion thereof such laborer, workman or mechanic is paid less than the stipulated rates for any work done under this Contract.

E. No portion of this provision shall be construed to prohibit the payment to any laborer, workman, or mechanic employed on the Work of more than the stated wage rate. It shall be the responsibility of the Contractor to maintain an adequate work force whether higher wages are required or not.

F. The hourly wage rates on the following pages represent the minimum that may be paid for each classification listed. (See Attached Wage Rates included in the Project Manual)

I have read and agree.

6
8

Prohibited Acts

I hereby affirm that I am aware of the provisions of Texas Penal Code Title 8, Sections 36.02, 36.08, 36.09, and 36.10 (a copy of which follows), dealing with Bribery and Gifts to Public Servants. I further affirm that I will adhere to such rules and instruct and require all agents, employees, and subcontractors to do the same. I am further aware that any violation of these rules subjects this agreement to revocation, my removal from bid lists, prohibiting future contract/subcontract work, revocation of permits, and prosecution.

TEXAS PENAL CODE

TITLE 8: OFFENSES AGAINST PUBLIC ADMINISTRATION

CHAPTER 36. Bribery and Corrupt Influence

36.02 Bribery

(a) A person commits an offense if he intentionally or knowingly offers, confers or agrees to confer on another, or solicits, accepts or agrees to accept from another:

- (1) any benefit as consideration for the recipient's decision, opinion, recommendation, vote or other exercise of discretion as a public servant, party official or voter;
- (2) any benefit as consideration for the recipient's decision, vote, recommendation or other exercise of official discretion in a judicial or administrative proceeding;
- (3) any benefit as consideration for a violation of a duty imposed by law on a public servant or party official; or
- (4) any benefit that is a political contribution, as defined by Title 15, Election Code, if the benefit was offered, conferred, solicited, accepted or agreed to, pursuant to an express agreement, to take or withhold a specific exercise of official

discretion if such exercise

of official discretion would not have been taken or withheld but for the benefit; notwithstanding any rule of evidence or jury

instruction allowing factual inferences in the absence of certain evidence, direct evidence of the express agreement shall be

required in any prosecution under this subdivision.

(b) It is no defense to prosecution under this section that a person whom the actor sought to influence was not qualified to act in the desired way whether because he had not yet assumed office, or he lacked jurisdiction or for any other reason.

(c) It is no defense to prosecution under this section that the benefit is not offered or conferred or that the benefit is not solicited or accepted until after:

(1) the decision, opinion, recommendation, vote or other exercise of discretion has occurred; or

(2) the public servant ceases to be a public servant.

(d) It is an exception to the application of Subdivisions (1), (2) and (3) of Subsection (a) of this section that the benefit is a political contribution

accepted as defined by Title 15, Election Code.

(e) An offense under this section is a felony of the second degree.

36.08 Gift to Public Servant by Person Subject to His Jurisdiction

(a) A public servant in an agency performing regulatory functions or conducting inspections or investigations commits an offense if he solicits,

accepts or agrees to accept any benefit from a person the public servant knows to be subject to regulation, inspection or investigation by the

public servant or his agency.

(b) A public servant in an agency having custody of prisoners commits an offense if he solicits, accepts or agrees to accept any benefit from a

person the public servant knows to be in his custody or the custody of his agency.

(c) A public servant in an agency carrying on civil or criminal litigation on behalf of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person against whom the public servant knows litigation is pending or contemplated by the public servant or his agency.

(d) A public servant who exercises discretion in connection with contracts, purchases, payments, claims or other pecuniary transactions of government commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of his discretion.

(e) A public servant who has judicial or administrative authority, who is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decisions, commits an offense if he solicits, accepts or agrees to accept any benefit from a person the public servant knows is interested in or likely to become interested in any matter before the public servant or tribunal.

(f) A member of the legislature, the governor, the lieutenant governor or a person employed by a member of the legislature, the governor, the lieutenant governor or an agency of the legislature commits an offense if he solicits, accepts or agrees to accept any benefit from any person.

(g) A public servant who is a hearing examiner employed by an agency performing regulatory functions and who conducts hearings in contested

cases commits an offense if the public servant solicits, accepts or agrees to accept any benefit from any person who is appearing before the

agency in a contested case, who is doing business with the agency, or who the public servant knows is interested in any matter before the

public servant. The exception provided by Section 36.10(b) of this code does not apply to a benefit under this subsection.

(h) An offense under this section is a Class A misdemeanor.

36.09 Offering Gift to Public Servant

(a) A person commits an offense if he offers, confers or agrees to confer any benefit on a public servant that he knows the public servant is prohibited by law from accepting.

(b) An offense under this section is a Class A misdemeanor.

36.10 Non-Applicable

(a) Sections 36.08 (Gift to Public Servant) and 36.09 (Offering Gift to Public Servant) of this code do not apply to:

(1) a fee prescribed by law to be received by a public servant or any other benefit to which the public servant is lawfully entitled or for

which he gives legitimate consideration in a capacity other than as a public servant;

(2) a gift or other benefit conferred on account of kinship or a personal, professional or business relationship independent of the

official status of the recipient; or

(3) a benefit to a public servant required to file a statement under Chapter 421, Acts of the 63rd Legislature, Regular Session, 1973

(Article 6252-9b, Vernon's Texas Civil Statutes), or a report under Title 15, Election Code, that is derived from a function in honor or

appreciation of the recipient if:

(A) the benefit and the source of any benefit in excess of \$50 is reported in the statement; and

(B) the benefit is used solely to defray the expenses that accrue in the performance of duties or activities in connection with the office which are nonreimbursable by the state or political subdivision;

(4) a political contribution as defined by Title 15, Election Code; or

(5) a gift, award or memento to a member of the legislative or executive branch that is required to be reported under Chapter 305, Government Code.

(b) Section 36.08 (Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donee is required by law to report those items, reported by the donee in accordance with that law.

(c) Section 36.09 (Offering Gift to Public Servant) of this code does not apply to food, lodging, transportation or entertainment accepted as a guest and, if the donor is required by law to report those items, reported by the donor in accordance with that law.

I have read and agree.

6 9 Completion Date

This project has an expected project completion of December 2024.

I read and agree

Bid Lines

1 Economic Development Corporation Office Relocation

Quantity: 1 UOM: EA Price: Total:

Response Total: \$497,614.00



ESTIMATE SUMMARY

Project : **EDC**
 Address : 1717 E Randoll Mill Road
 Arlington TX
 Architect :

Date : July 18, 2024
 Floor Level :
 Square Footage : 2,500

NO.	COST CODE	AIA CAT	DESCRIPTION	Current Estimate		
				AMOUNT	\$ PER SF	REMARKS
1	24119		Demolition	\$7,500	\$3.00	
2	35416		Concrete	\$1,500	\$0.60	
3	05100		Structural Steel	\$0	\$0.00	
4			Masonry	\$0	\$0.00	
5			Roofing	\$0	\$0.00	
6	61001		Carpentry	\$600	\$0.24	
7	64100		Millwork	\$53,267	\$21.31	
8	81216		Doors, Frames, Hdw	\$7,950	\$3.18	
9	08800		Glass & Glazing	\$35,800	\$14.32	
10	92217		Drywall & Acoustical	\$30,341	\$12.14	
11	96500		Flooring & Base	\$26,934	\$10.77	
12	99000		Painting & Wallcoverings	\$18,450	\$7.38	
13	10000		Specialties	\$28,930	\$11.57	
14			Solid Surface	\$0	\$0.00	
15	21000		Fire Sprinklers	\$8,890	\$3.56	
16	22000		Plumbing	\$19,966	\$7.99	
17	23000		Mechanical	\$42,540	\$17.02	
18	26000		Electrical	\$74,500	\$29.80	
19	27000		Telecommunications	\$25,007	\$10.00	
20	28000		Fire Alarm	\$15,624	\$6.25	
21	1 4120		Permit Fees	\$7,500	\$3.00	
22	1 7410		Rubbish	\$4,800	\$1.92	
23	1 7420		Final Clean	\$2,035	\$0.81	
24						
25		0.00%	Contingency Allowance	\$0	\$0.00	
26						
27			Subtotal (Hard Costs)	\$412,134	\$164.85	
28			General Conditions	\$28,135	\$11.25	
29						
30			Subtotal	\$440,269	\$176.11	
31		10.00%	Fee	\$44,027	\$17.61	
32						
33			Subtotal	\$484,296	\$193.72	
34	1 0010	2.75%	BOND	\$13,318	\$5.33	
35						
36			Construction Total	\$497,614	\$199.05	
37		0.00%	Sales Tax	\$0	\$0.00	
38						
			GRAND TOTAL	\$497,614	\$199.05	