



## CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory	
Council Meeting Date:	01/14/13
Department:	Public Works
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #):	Kathleen Schonne X 7198
Project No. 6254	

### CAPTION

To approve a Professional Services Agreement by and between the City of Plano and Texas Municipal Engineering, Inc. in the amount of \$206,122, for the Water Main Rehabilitation Huntington Park – Timbercreek Estates project within the City of Plano and authorizing the City Manager to execute all necessary documents.

### FINANCIAL SUMMARY

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2012-13</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	210,000	0	<b>210,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-206,122	0	<b>-206,122</b>
<b>BALANCE</b>	0	<b>3,878</b>	<b>0</b>	<b>3,878</b>

**FUND(S):**    WATER CIP

**COMMENTS:** Funds are included in the FY 2012-13 Water CIP. This item in the amount of \$206,122, will leave a current year balance of \$3,878 for the Water Main Rehabilitation Huntington Park – Timbercreek Estates Water project.

**STRATEGIC PLAN GOAL:** Design services for water main replacement relates to the City's Goal of Financially Strong City with Service Excellence.

### SUMMARY OF ITEM

This agreement is for engineering design services required for the replacement of approximately 12,515 L.F. of 8" and 12" water mains at the following locations:

- Parkhaven Drive - Independence Parkway to Khyber Pass
- Pinehurst Drive - Independence Parkway to Haun Trail
- Winchester Drive - Independence Parkway to Huntington Drive
- Maple Leaf Drive - Park Boulevard to N. Cypress Circle
- Russwood Lane - Roundrock Trail to N. Cypress Circle
- Sandia Drive - Canoncita Lane to Harversham Drive
- Cherbourg Drive - Country Place Drive to Cul-De-Sac
- N. Colfax Circle - Roundrock Trail west to Alley
- S. Cypress Circle - Roundrock Trail 600' West
- Sailmaker Lane - Talisman Trail to Coach House Lane
- Eucalyptus Drive – Maple Leaf Drive to Cedar Elm Lane
- Red Oak Lane - Eucalyptus Drive to Cul-De-Sac



## CITY OF PLANO COUNCIL AGENDA ITEM

- Timbercreek Circle - Timbercreek Drive to Cul-De-Sac
- Timbercreek Drive - Timbercreek Circle to Cul-De-Sac

Services performed under this Engineering Services Agreement shall be paid on a lump sum basis at the amounts shown on the breakdown below:

### BASIC SERVICES

1. Research and Data Collection	\$1,200
2. Design Survey	\$66,330
3. Base Map	\$12,515
4. Preliminary Design	\$63,827
5. Final Design	\$42,550
6. Bid Phase	\$5,500
7. Construction Administration	\$3,500

**TOTAL BASIC SERVICES** **\$195,422**

### SPECIAL SERVICES

1. Deliverables	\$1,200
2. Direct Expenses	\$800
3. Construction Control Survey	\$7,500
4. Right-of-Way and Easement Survey	\$1,200

**SUBTOTAL SPECIAL SERVICES** **\$10,700**

**TOTAL SERVICES FEE** **\$206,122**

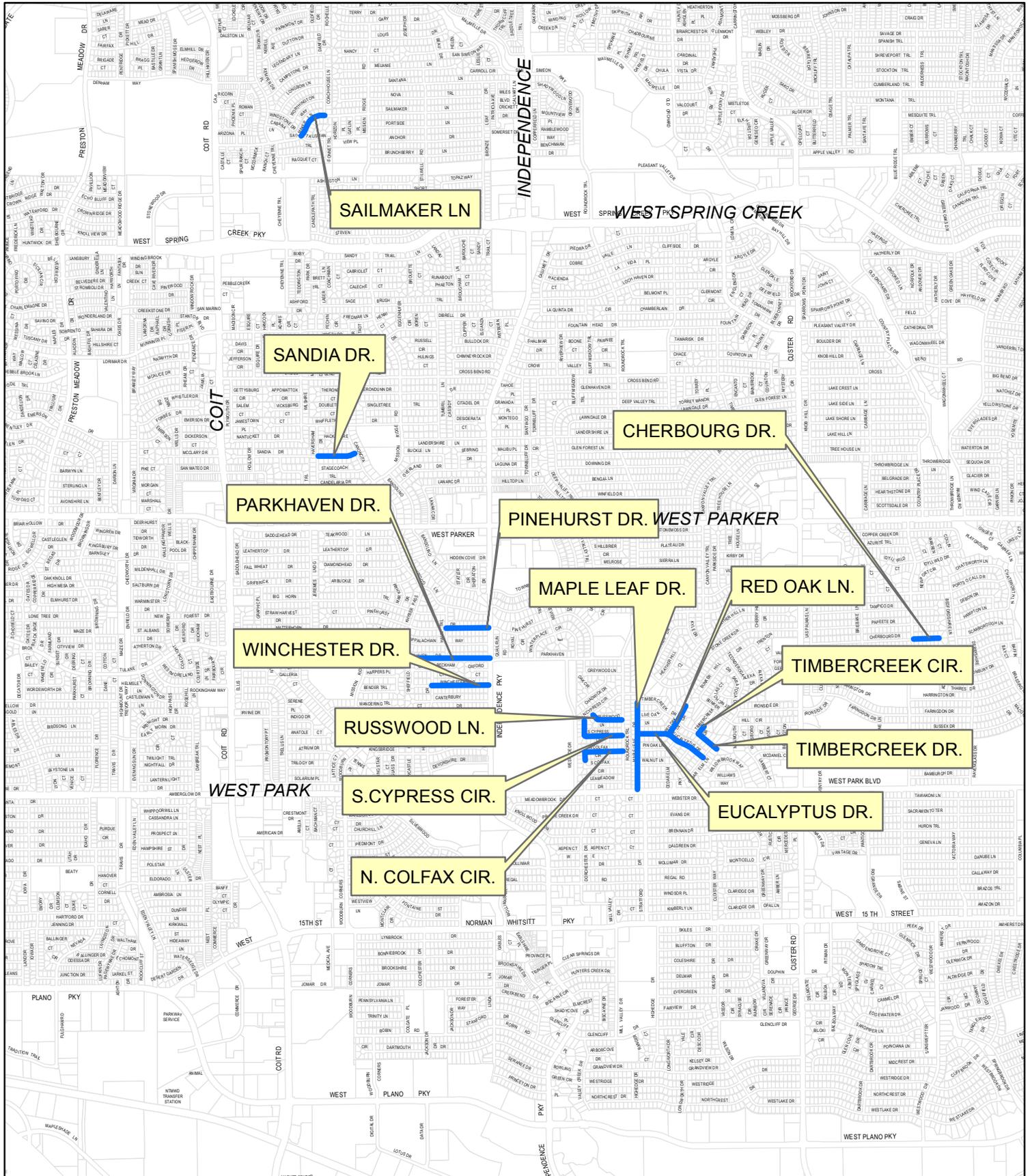
List of Supporting Documents:

Location Map; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies

N/A

# WATER MAIN REHABILITATION HUNTINGTON PARK-TIMBERCREEK ESTATES PROJECT NO. 6254



**CITY OF PLANO  
PUBLIC WORKS DEPT.**

**WATER MAIN REHABILITATION HUNTINGTON PARK – TIMBERCREEK ESTATES**

**PROJECT NO. 6254**

**ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **TEXAS MUNICIPAL ENGINEERING, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **WATER MAIN REHABILITATION HUNTINGTON PARK – TIMBERCREEK ESTATES** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

**NOW, THEREFORE**, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**I. Employment of the Engineer**

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

**II. Scope of Services**

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

### **III. Schedule of Work**

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

### **V. Information to be Provided by the City**

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

### **VI. Insurance**

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

### **VII. INDEMNITY**

**THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY**

NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

#### **VIII. Independent Contractor**

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

### **IX. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

### **X. Audits and Records/Prohibited Interest**

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

### **XI. Contract Termination**

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

### **XII. Engineer's Opinion of Probable Construction Costs**

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

### **XIII. Ownership of Documents**

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

### **XIV. Complete Contract**

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

### **XV. Mailing of Notices**

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano  
Public Works Department  
Engineering Division, Suite 250  
P.O. Box 860358  
Plano, TX 75086-0358  
Attn: Shahrzad Tavana, P.E.

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Texas Municipal Engineering, Inc.  
2201 Main Street, Suite 475  
Dallas, TX 75201  
Attn: Saeed Rezai, P.E., Principal

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

#### **XVI. Miscellaneous**

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

**TEXAS MUNICIPAL ENGINEERING, INC.**  
A Texas Corporation

DATE: 12/20/12

BY:   
Saeed Rezar, P.E.  
PRINCIPAL

**CITY OF PLANO, TEXAS**

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Bruce D. Glasscock  
CITY MANAGER

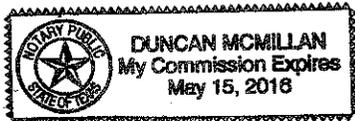
**APPROVED AS TO FORM:**

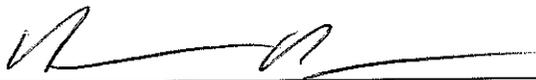
\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 20<sup>th</sup> day of December, 2012, by **SAEED REZAI, PRINCIPAL** of **TEXAS MUNICIPAL ENGINEERING, INC.**, a **TEXAS** corporation, on behalf of said corporation.



  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"  
SCOPE OF SERVICES**

**WATER MAIN REHABILITATION  
HUNTINGTON PARK – TIMBERCREEK ESTATES  
PROJECT NO. 6254**

**PROJECT DESCRIPTION:**

This project includes preliminary and final design and construction related professional engineering services for the replacement or installation of approximately 12,515 L.F. of 8" and 12" water lines as indicated below. The scope of these services includes the following:

The project includes the following locations:

	<b>Street</b>	<b>Limits</b>	<b>Footage</b>	<b>MAPSCO</b>
1	Parkhaven Drive	Independence Parkway to Khyber Pass	1,750	657Q
2	Pinehurst Drive	Independence Parkway to Haun Trail	840	657Q
3	Winchester Drive	Independence Parkway to Huntington Drive	1,250	657Q
4	Maple Leaf Drive	Park Blvd. to Cypress Circle N.	1,950	657P
5	Russwood Lane	Roundrock Trail to Cypress Circle N.	710	657R
6	Sandia Drive	Canoncita Lane to Harversham Drive	800	657F
7	Cherbourg Drive	Country Place Drive to Cul-de-sac	600	658P&Q
8	N. Colfax Circle	Roundrock Trail west to Alley	960	6
9	S. Cypress Circle	Roundrock Trail 600' West	600	657R
10	Sailmaker Lane	Talisman Trail to Coach House Lane	600	657R
11	Eucalyptus Drive	Maple Leaf Drive to Cedar Elm Lane	1,420	657R, 657N
12	Red Oak Lane	Eucalyptus Drive to Cul-de-sac	650	658N
13	Timbercreek Circle	Timbercreek Drive to Cul-de-sac	225	658N
14	Timbercreek Drive	Timbercreek Circle to Cul-de-sac	460	658N
		<b>TOTAL</b>	<b>12,515</b>	

**PROJECT SCOPE:**

Basic Services

- Research and Data Collection
- Design Survey
- Base Map Development
- Preliminary Design
- Final Design
- Bid Phase Services
- Construction Administration

## Special Services

- Deliverables
- Direct Expenses
- Construction Control Survey
- Right-of-Way and Easement Survey

## **BASIC SERVICES:**

### **A. Design Standards**

1. This project shall be designed in accordance with the following:

- Geodetic Monument Manual
- Manual of Right-of-Way Management
- Storm Drainage Design Manual
- Stream Bank Stabilization Manual
- Erosion & Sediment Control Manual
- Thorough Fare Standards Rules & Regulations
- Manual for Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- Barrier Free Ramp Details
- NCTCOG Standard Specifications for Public Works Construction
- Special Provisions to the NCTCOG Specifications

2. All plans submitted to the City shall be signed and sealed in accordance with State Law.

### **B. Research and Data Collection**

1. Meet with City of Plano Engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano Project Manager and conduct an on-site review and walk through.
3. Request and research for plans on existing power, telephone, gas, cable or other utilities in the project area to show on the plans.
4. The extent of replacement due to existing condition of pavement, curb, sidewalk and driveways will be determined and provided to the consultant by City Engineering Dept. staff (after obtaining input from the City Public Works Dept.); the first plan review and shown by the Consultant on plans and included in the project. The extent of replacement for these items due to project construction will be determined and recommended by the consultant. This will depend upon

where the water line replacement occurs. If water line work requires replacement of the adjacent curb, then lead walks and drives must be replaced. Drives replaced must have a minimum 4' section with a 2% cross slope matching existing adjacent walk.

### **C. Design Surveying**

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monuments.
3. Tie the right-of-way lines and corners, property lines and corners, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Locate existing franchise utilities through dig-test, survey identification and plan research and reference by utility name (i.e. ONCOR Elec., Verizon Telephone, Atmos Gas, Time Warner Cable, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide spot elevation ties as necessary for existing and proposed curb profiles on the side where water line is to be replaced, and at other areas as specified by City of Plano Public Works Dept. Total length of these profiles is approximately 1,500 feet. Provide cross sections to 10' beyond the ROW line at 25 foot intervals in these locations. Provide additional cross sections at driveways (to the back of walk line and 10' beyond).
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
8. Topographic and location shots shall be made at least 100 feet each side of center line of street pavement, plus 50 feet beyond intersections and 50 feet beyond alignment end.

### **D. Base Map Development**

Establish neat and accurate Base Map drawings with the raw data and information received from the Surveyor. The Base Map drawings should include, but not be limited to:

1. All lines, lettering and fonts drawn to proper scales and standards.
2. All lines and grades properly showed, neat and compact.
3. All points and features to proper scale and accurately depicted and labeled. No abbreviations or antonyms.
4. All Benchmarks and Monuments properly noted and labeled.
5. All existing utilities identified correctly, properly located and shown according to topographic survey and existing as-built information.
6. All property and right-of-way information correctly identified and shown properly.

7. Ground profile established, where applicable, from point data and information provided by the Surveyor.
8. Files set up in cut sheet format ready for preliminary design work.

#### **E. Preliminary Design**

1. Prepare preliminary construction plans (Sheet size 24" x 36"). Prepare the following sheets at the engineering scale indicated:
  - a). Cover sheet.
  - b). General Notes
  - c). Quantity sheet (by individual location and sheet by sheet).
  - d). Typical sections and detail sheets.
  - e). Plan and profile sheets for water improvements (scale 1"=20' horizontal and 1"=5' vertical). Profile required only for water lines 12" and larger. Otherwise, profiles are required only for points where the proposed water line is anticipated to conflict with other underground utility lines. Sheets should show: existing topographic features; all existing utilities; property addresses, property owners, with individual lot property lines; easements; public ROW lines; horizontal alignment of existing and proposed City pipelines; plan view of existing and proposed waterlines; sidewalks, driveways, barrier free ramps and pavement replacement. Show additional areas of pavement replacement required as identified by the City Public Works Dept.
  - f). Construction phasing and traffic control sheets. 1"=40'
  - g). A generic traffic control plan can be used for the minor residential streets
  - h). A detailed traffic control and phasing plan will be required for Independence Parkway, Park Boulevard and Parker Road.
  - i). SWPPP sheets meeting EPA and City of Plano requirements. If area disturbed (including storage or access areas) includes more than 1 acre, the City of Plano SWPPP "WORD" file plan sheet shall be included in the plans. City standard details for erosion control devices shall also be included where applicable.
  - j). Plans shall include modifications for driveway repairs in the event that an existing driveway cross slope does not meet current ADA requirements. Driveways which must be repaired due to water line installation will be replaced with slopes which meet ADA requirements. Plans shall show existing driveway elevations as well as proposed elevations and slopes and limits of driveway repairs. Provide cross sections of driveways that will be replaced.
  - k). Provide top of curb profile design in areas of curb design as specified by City of Plano Public Works Dept. These areas will include sidewalk reconstruction.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit five (5) sets of preliminary plans, and one (1) set of outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
  - Engineering
  - Public Works
  - Inspectors
  - Transportation
  - Other (file copy)
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.

#### **F. Final Design**

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit five (5) set of pre-final plans, and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three sets of final black line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

#### **F. Bid Phase Services**

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.

3. Submit one (1) set of final blue/black line prints and one (1) bound copy of the bid documents to the designated Material Testing laboratory.
4. Furnish plans and bid documents for up to four (4) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Submit a CD-ROM disk of the bid set plans in a PDF format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff with pre-construction conference.
11. Furnish eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

## **G. Construction Administration**

1. Site visits, other than a final walk through, are anticipated for this project.
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor. Submit one black line set to the City and two (2) CD-ROM disks containing scanned images of the 24" x 36" final "as constructed" black line drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

## **DIRECT SERVICES**

### **A. Deliverables**

1. Plan and Specification Documents (Required number of sets, both preliminary and final reviews). Also included are any electronic files required by the City, plus any additional documentation to complete the Basic Services phase.

2. Final approved plan and Specification Documents (Required number for Bid Phase Services). Included are any additional copies, plus any addendums required to complete the Bid Services phase.
3. Post construction documents, including Record Drawings and all electronic files required to complete the Construction Administration phase.

#### **B. Direct Expenses**

1. Project Meetings, outside of those stipulated in the Preliminary Design, Final Design, Bid and Contract Administration phases.
2. Mileage not incidental to the previous phases.
3. Project representation at Public Hearings and Council Meetings, including any special presentations and materials required. This does not include representation during the Design, Bid and Contract Administration phases.

### **SPECIAL SERVICES**

#### **A. Construction Control Survey**

1. Set vertical and horizontal control for construction on the ground at 500' intervals, or a minimum of one at each end of the project.
2. Set all Project Benchmarks tied to at least two City Benchmarks, giving accurate reference information to these City Benchmarks.

#### **B. Right-of-Way and Easement Survey**

1. Provide any surveying and documentation necessary for any special right-of-ways and easements that may be required by City.

**EXHIBIT "B"  
SCHEDULE OF WORK**

**WATER MAIN REHABILITATION  
HUNTINGTON PARK – TIMBERCREEK ESTATES  
PROJECT NO. 6254**

Barring any unforeseen circumstances, TME anticipates completion and delivery of the services according with the following schedule

<b>ACTIVITY</b>	<b>COMPLETION TIME (Calendar Days)</b>
1. Notice to Proceed	
2. Research and Data Collection	7
3. Survey and Base Map	45
4. Preliminary Design	112
5. City Review	14
6. Final Design (Pre-Final Submittal) / ROW & Easement Documents	35
7. City Review	14
8. Final Design/Documents for Bidding	14
9. City Review	14
10. Advertise for Bids	21
11. Receive Bids	14
12. Recommendation	7
13. Prepare Council Agenda	14
14. Council Award	14
15. Prepare/Execute Contract	14
16. Schedule Preconstruction Meeting	14
17. Notice to Proceed	14
Subtotal	367
18. Construction (to be determined)	

**EXHIBIT C  
 COMPENSATION AND METHOD OF PAYMENT  
 WATER MAIN REHABILITATION  
 HUNTINGTON PARK – TIMBERCREEK ESTATES  
 PROJECT NO. 6254**

Texas Municipal Engineering, Inc. will perform the services under this Engineering Services Agreement shall be paid on a lump sum basis at the amounts shown on the breakdown below:

<b>WORK STAGE SUBMITTAL OR COMPLETION</b>	<b>TOTAL</b>
<b>BASIC SERVICES</b>	
1. Research and Data Collection	\$ 1,200.00
2. Design Survey	\$ 66,330.00
3. Base Map	\$ 12,515.00
4. Preliminary Design	\$ 63,827.00
5. Final Design	\$ 42,550.00
6. Bid Phase	\$ 5,500.00
7. Construction Administration	<u>\$ 3,500.00</u>
<b>TOTAL BASIC SERVICES</b>	<b>\$ 195,422.00</b>
<b>SPECIAL SERVICES</b>	
1. Deliverables	\$ 1,200.00
2. Direct Expenses	\$ 800.00
3. Construction Control Survey	\$ 7,500.00
4. Right-of-Way and Easement Survey (Each)	<u>\$ 1,200.00</u>
<b>TOTAL SPECIAL SERVICES</b>	<b>\$ 10,700.00</b>
<b>TOTAL SERVICES FEE</b>	<b>\$ 206,122.00</b>

## EXHIBIT "D"

### ENGINEERING

#### INSURANCE

**INSURANCE:** (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

#### **1. General Insurance Requirements:**

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
  - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Pools, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

**2. Engineer's Insurance - "Occurrence" Basis:**

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
  - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
    - i. General aggregate limit is to apply per project;
    - ii. Premises/Operations;
    - iii. Actions of Independent Contractors;
    - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
    - v. Personal Injury Liability including coverage for offenses related to employment;
    - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
  - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

**3.0 Engineer's Insurance – Claims Made**

Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000  
per claim and aggregate of \$2,000,000

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<u>\$500,000</u> combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$_____ BI & PD each occurrence



**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of Texas Municipal Engineering, Inc., and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Texas Municipal Engineering, Inc., is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Texas Municipal Engineering, Inc. \_\_\_\_\_

Name of Consultant

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

*Saeed Rezaei*  
Signature

SAEED REZAEI  
Print Name

PRINCIPAL  
Title

12/20/12  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

SUBSCRIBED AND SWORN TO before me this 20<sup>th</sup> day of December, 2012.



*[Signature]*  
Notary Public, State of Texas