



**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:		02/09/2015		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonke (7198)</b>				<b>Project No. 6522</b>
<b>CAPTION</b>				
To approve a Professional Services Agreement by and between the City of Plano and Garver, LLC, in the amount of \$195,587, for the Brennan Drive, Knollwood Drive, Knollwood Court, & Casa Grande Drive Improvements project; and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2014-15</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	216,000	1,200,000	<b>1,416,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-195,587	0	<b>-195,587</b>
<b>BALANCE</b>	<b>0</b>	<b>20,413</b>	<b>1,200,000</b>	<b>1,220,413</b>
<b>FUND(S): STREET IMPROVEMENTS CIP</b>				
<p><b>COMMENTS:</b> Funding is available for this item in the 2014-15 Street Improvements CIP. This item, in the amount of \$195,587, will leave a current year balance of \$20,413 available for further improvements on the Brennan Drive, Knollwood Drive, Knollwood Court &amp; Casa Grande Drive Improvements project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining professional engineering services for street improvement projects relates to the City's goal of Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
This project includes professional engineering services necessary for the design and construction of improvements on the following streets as indicated:				
<ol style="list-style-type: none"> <li>1. Brennan Drive – Greenway Drive west to alley (730 foot length) – Replace the existing 8-inch water line and street reconstruction.</li> <li>2. Knollwood Drive – Prairie Creek Drive west to cul-de-sac (850 foot length) – Street reconstruction.</li> <li>3. Knollwood Court – Dorchester Drive east to cul-de-sac (510 foot length) – Street reconstruction.</li> <li>4. Casa Grande Drive – Blue Mesa Drive to Isle Royale Drive (457 foot length) – Street reconstruction.</li> </ol>				
The engineering firm, Garver, LLC, was deemed most qualified based upon their SF330 submission and presentation.				



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The contract fee is for \$195,587.00 and is detailed as follows:

**Basic Services**

1. Research and Data Collection	\$ 6,820.00
2. Design Survey	\$ 39,565.00
3. Preliminary Design	\$ 77,268.00
4. Final Design	\$ 41,390.00
5. Bid Phase	\$ 6,084.00
6. Construction Administration	\$ 10,840.00
7. Construction Control Survey (included in Design Survey)	\$ 0.00
<b>Total Basic Fee</b>	<b>\$ 181,967.00</b>

**Special Services**

8. Survey – ROW for corner clip (8 ROW parcels with pins @ \$1,320 each; easements w/o pins are \$968 each)	\$ 10,560.00
9. Direct Non-Labor Expenses (Includes document printing/reproduction/assembly; postage/freight/courier or travel costs)	\$ 3,060.00
<b>Total Special Services</b>	<b>\$ 13,620.00</b>

**TOTAL FEE \$ 195,587.00**

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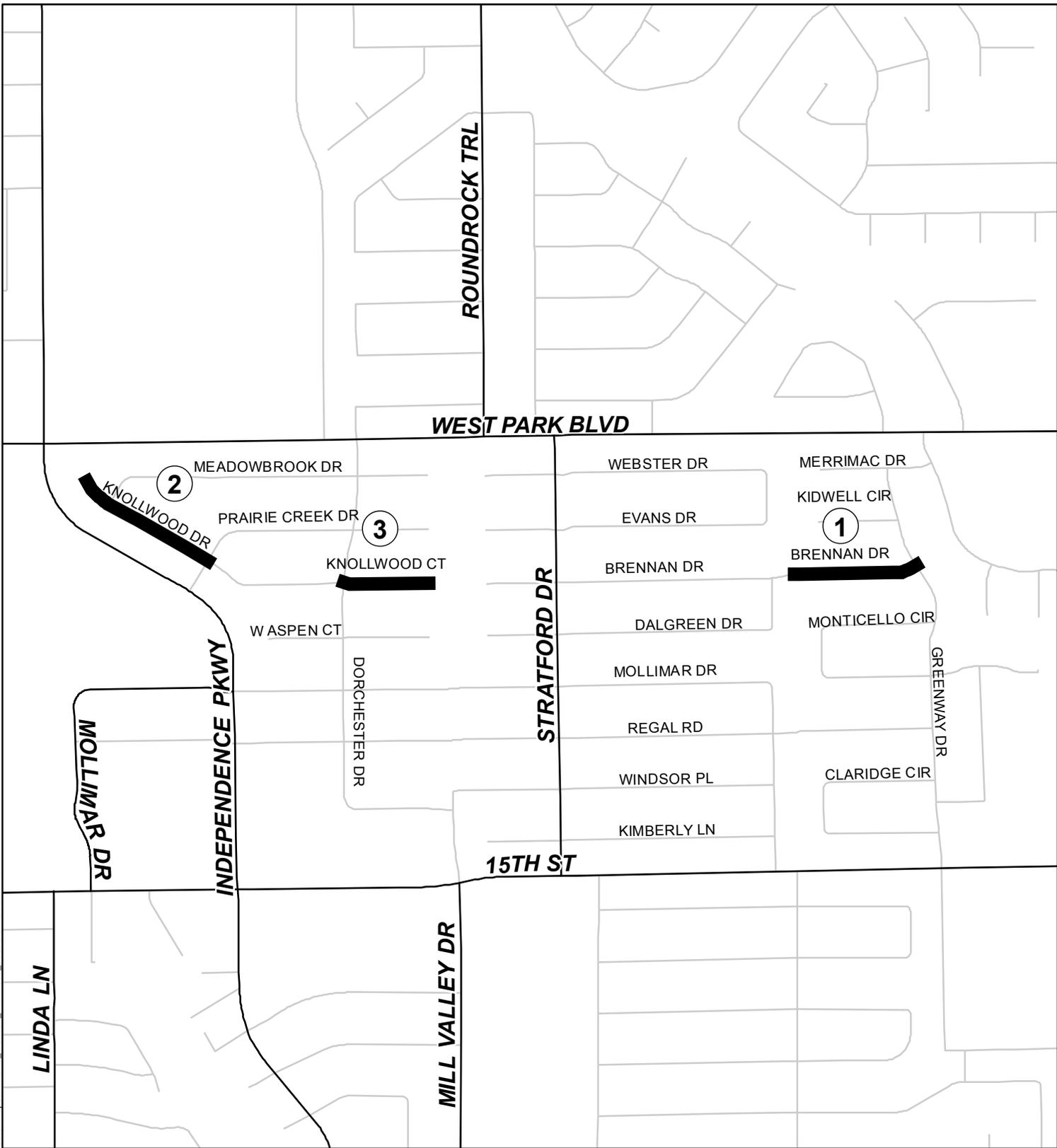
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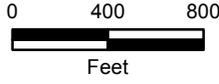
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List of Supporting Documents:  
Location Maps, Agreement

Other Departments, Boards, Commissions or Agencies  
N/A

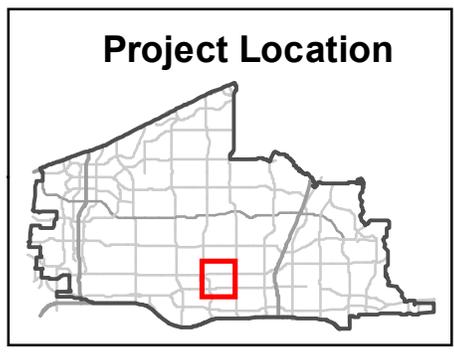


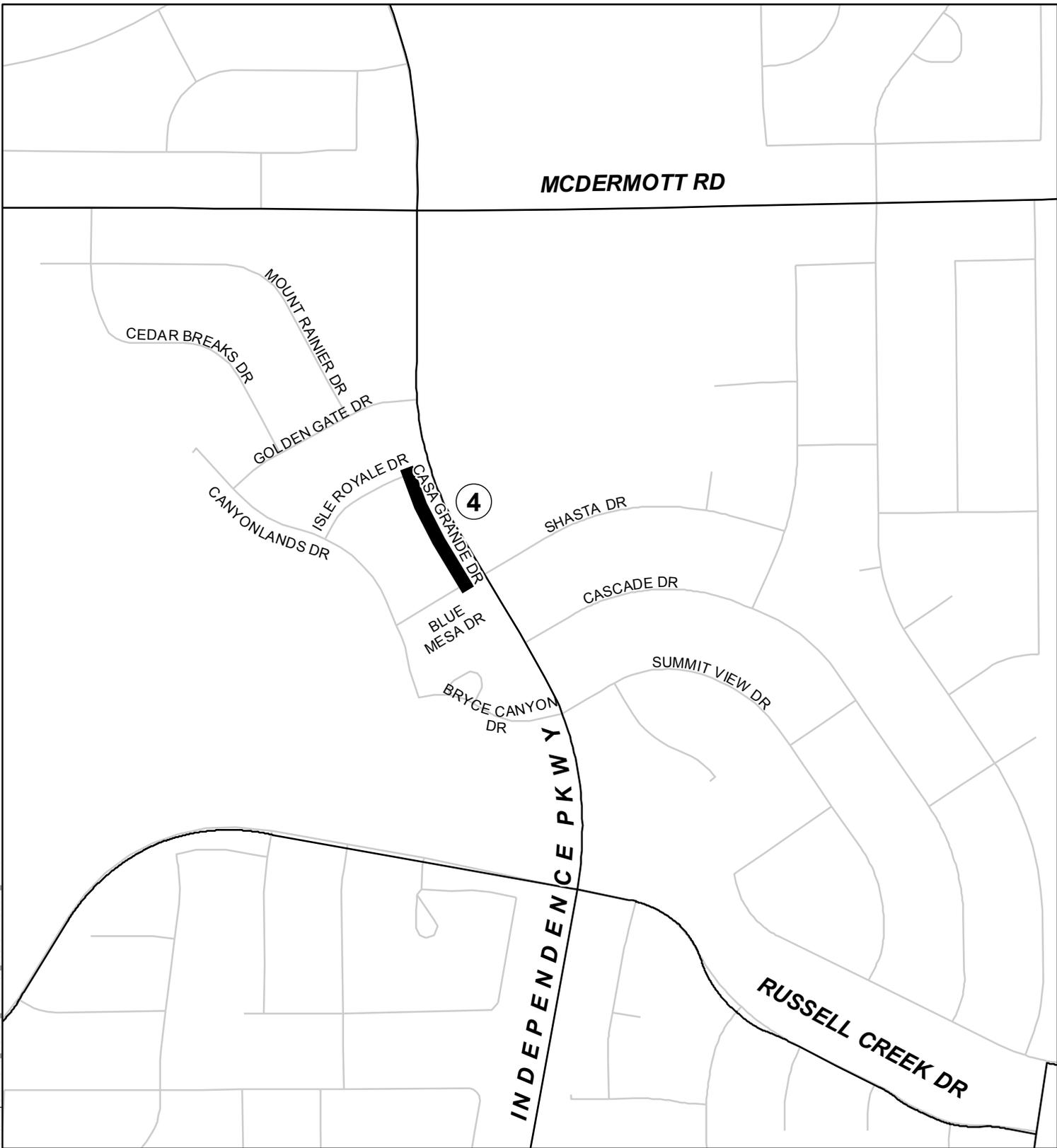
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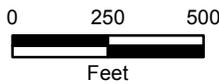
1/14/2015  
City of Plano GIS Division

**Brennan Drive, Knollwood Drive,  
 Knollwood Court, & Casa Grande  
 Drive Improvements  
 Project No. 6522  
 1 of 2**





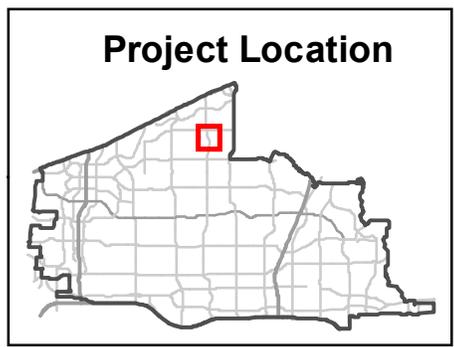
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**Brennan Drive, Knollwood Drive,  
Knollwood Court, & Casa Grande  
Drive Improvements  
Project No. 6522**

**2 of 2**

1/14/2015  
City of Plano GIS Division



**BRENNAN DRIVE, KNOLLWOOD DRIVE, KNOLLWOOD COURT,  
& CASA GRANDE DRIVE IMPROVEMENTS**

**PROJECT NO. 6522**

**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 **GARVER, LLC**, an **ARKANSAS** Limited Liability Company, Licensed to do Business in the State of Texas, 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 **BRENNAN DRIVE, KNOLLWOOD DRIVE, KNOLLWOOD COURT, & CASA GRANDE DRIVE IMPROVEMENTS** 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 THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS**

CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE 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  
Engineering Department, Suite 250  
Attn: James Caswell, P.E.  
P.O. Box 860358  
Plano, TX 75086-0358

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

Garver, LLC  
Attn: Quinn G. Spann  
3010 Gaylord Parkway, Suite 190  
Frisco, Texas 75034

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:

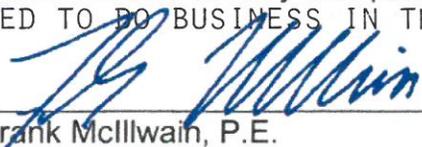
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

DATE: January 14, 2015

**GARVER, LLC**

An Arkansas Limited Liability Company  
LICENSED TO DO BUSINESS IN THE STATE OF  
TEXAS

BY:   
Frank McIlwain, P.E.  
VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

**APPROVED AS TO FORM:**

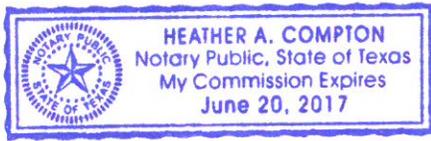
\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 14<sup>th</sup> day of January, 2015, by **FRANK MCILLWAIN, P.E., Vice President of Garver, LLC**, an **Arkansas** Limited Liability Company, on behalf of said Limited Liability Company.

Licensed to do Business in the State of Texas,



Heather Compton  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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

**Brennan Drive, Knollwood Drive, Knollwood Court, & Casa Grande Drive Improvements**  
**PROJECT NUMBER 6522**  
**CIP NUMBER 31466**

#### **PROJECT DESCRIPTION:**

Reconstruction of existing street, sidewalks and drive approaches for Brennan Drive - Greenway Drive west to alley (approximately 730 linear feet) including replacing an 8-inch water line; Knollwood Drive – Prairie Creek Drive west to cul-de-sac (approximately 850 linear feet); Knollwood Court – Dorchester east to cul-de-sac (approximately 510 feet) and Casa Grande – Blue Mesa to Isle Royale – (approximately 457 linear feet). Drainage will evaluate current storm drain system for potential upsizing only within the limits of the street design replacement.

#### **BASIC SERVICES:**

##### **A. Design Standards**

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

##### **City of Plano:**

- Geodetic Monumentation Manual
- Manual for Right-of-Way Management
- Storm Drainage Design Manual
- Stream Bank Stabilization Manual
- Erosion & Sediment Control Manual
- Thoroughfare Standards Rules & Regulations
- Manual for the Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- Special Provisions to Standard Specifications for Public Works Construction, 1997
- Sample Plan Set
- Parks Department Standard Details for Landscaping & Irrigation

##### **NCTCOG:**

- Standard Specifications for Public Works Construction, 1998 Amendment

##### **ASCE:**

- Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data)

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 to conduct an on-site review and walk through.

**C. Design Survey –**

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 monumentation.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. OnCor Elec., Verizon Telephone, Atmos Gas, 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, 20' beyond the apparent right-of-way.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and will be a part of the preliminary and final construction plan set.
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.

**D. Right-of-way and Easement Requirements – (Assumes only 8 corner clips)**

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

**E. Preliminary Design –**

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
  - Cover sheet.
  - Project layout control sheet(s). Scale 1"= 100'.
  - Quantity sheet.
  - Typical sections and detail sheets.
  - Construction phasing and temporary traffic control sheets. Scale 1"= 20' (Scale may be reduced with approval).

- Paving plan & profile sheets for street improvements. Scale 1"= 20' H; 1"=5' V.
- Drainage area map for street improvements. Scale 1"= 100'.
- Storm drain improvement plan & profile sheets. Scale 1"= 20'.
- Construction erosion control plan sheet(s). Scale 1"= 40'.
- SWPPP Narrative sheet meeting TCEQ and City of Plano requirements.
- Replace the existing 8" water line, services, and appurtenances in Brennan Drive only.
- Paving cross sections at 50' intervals. Scale 1"= 20' H; 1"=2' V.

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

3. On rehabilitation projects, verify that the existing streetlights meet our coverage requirements.
4. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
6. Submit 5 sets of half size (11" x 17" sheets) preliminary plans and preliminary statement of probable construction cost to the City for review.
  - Engineering
  - Public Works
  - Inspectors
  - Transportation
  - File Set
7. Provide an electronic PDF format half size set of preliminary utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets, cross sections.
8. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.

**F. Final Design –**

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Show location of street lights on paving plans. Residential street lights and direct bury by Oncor.
4. Finalize construction plans for proposed improvements.
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare pre-final construction cost estimates.

7. Submit 5 full size (22" x 34") sets of pre-final plans, draft bid schedule, special specifications, and final statement of probable construction cost to the City for review.
8. Provide an electronic PDF format half size set of pre-final utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, and paving sheets.
9. Incorporate City final comments into the plans and bid documents.
10. Prepare the final contract documents, bid schedule, special specifications and technical specifications. The City will provide the front end documents.
11. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of half size (11" x 17") final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

**G. Bid Phase Services –**

1. Assist the City staff in advertising for bids.
2. Submit 2 full size (22" x 34") sets of final blue line prints, two bound copies of the bid documents and one unbound original bid document set to the City of Plano.
3. Assist City staff in conducting a pre-bid conference, if required.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff as required in bid opening.
6. Submit a CD-ROM disk of the bid set plans in a PDF format.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. 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.
9. Assist City staff in a pre-construction conference.
10. Furnish 11 full size (22" x 34") and 4 half size (11" x 17") sets of final construction plans and 5 sets of the contract documents manual to the City for construction.

**H. Construction Administration –**

1. Provide up to 1 site visit per month (Max 3 months) per site by the design engineer, if requested by the City, with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.
3. Assist the City staff in conducting the final inspection.
4. Recommend final acceptance of work when acceptable.
5. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the date). The drawings shall be scanned 1 to 1 as Group 4 TIF (Group 4 FAX) 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.

**I. Construction Control Survey –**

1. Set vertical and horizontal control stakes for construction at 500' intervals, or a minimum of one at each end of the project.

**SPECIAL SERVICES:**

**A. Right-of-Way and Easement Surveying –**

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for 8 ROW Corner clips on a per parcel basis. Deliver three (3) reviewed and approved originals to the City. Fee shall be based upon 8 corner clips.
2. Set new iron pins at all new ROW corner clips.

## EXHIBIT "B"

### SCHEDULE OF WORK

Brennan Drive, Knollwood Drive, Knollwood Court, & Casa Grande Drive  
Improvements

PROJECT NUMBER 6522

Activity	Duration (working days)
Notice to Proceed	0
Preliminary Design	120
City First Review	15-20
Final Design & Preparation of Special Conditions and Technical Specifications	35
City Second Review	15-20
Revise Final Plans & Specifications	15
City Final Review	5
Assemble Bid Documents	5
Advertise for Bids	12
Receive Bids	0
Research Bidder(s) and Prepare Recommendation	4
Prepare City Council Agenda	20
Council Award	0
Prepare & Execute Contract	30
Schedule Preconstruction Meeting	7
Notice to Proceed	10
Construction	240

A working day is defined as Monday through Friday, excluding City of Plano Holidays.

**EXHIBIT C  
PAYMENT SCHEDULE**

Brennan Drive, Knollwood Drive, Knollwood Court, & Casa Grande Drive Improvements

**PROJECT NUMBER 6522**

<b>WORK STAGE SUBMITTAL OR COMPLETION</b>	<b>TOTAL</b>
<b>BASIC SERVICES</b>	
1. Research and Data Collection	\$ 6,820.00
2. Design Survey	\$ 39,565.00
3. Preliminary Design	\$ 77,268.00
4. Final Design	\$ 41,390.00
5. Bid Phase	\$ 6,084.00
6. Construction Administration	\$ 10,840.00
7. Construction Control Survey (Included in Design Survey)	\$ 0.00
<b><u>Total Basic Fee</u></b>	<b><u>\$181,967.00</u></b>
<b>SPECIAL SERVICES</b>	
8. Survey- ROW for corner clip	\$ 10,560.00
• 8 ROW parcels with pins @ \$1,320 each (Easements w/o pins are \$968 each)	
9. Direct Non-Labor Expenses	\$ 3,060.00
• Includes document printing/reproduction/assembly; postage/freight/courier or travel costs.	
<b><u>Total Special Services</u></b>	<b><u>\$ 13,620.00</u></b>
<b><u>Total Fee</u></b>	<b><u>\$195,587.00</u></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 Poors, 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 AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

#### **A. No Prohibited Interest**

I, the undersigned, declare that I am authorized to make this statement on behalf of **Garver, LLC**, a Limited Liability Company organized under the laws of the State of Arkansas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Garver, LLC**, 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."

#### **B. Equal Rights Compliance**

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;

- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

A religious organization.

A political organization.

An educational institution.

A branch or division of the United States government or any of its departments or agencies.

A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

A private club that is restricted to members of the club and guests and not open to the general public.

Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

By: Garver, LLC  
*Frank McIlwain*  
Signature  
Frank McIlwain, P.E.  
Print Name  
Vice President  
Title  
January 14, 2015  
Date

STATE OF TEXAS  
COUNTY OF COLLIN

§  
§  
§



SUBSCRIBED AND SWORN TO before me this 14<sup>TH</sup> day of January, 2015.

*Heather Compton*  
Notary Public, State of Texas