



**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:	02/13/12
Department:	Public Works
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>	
<b>Project No. 6158</b>	

**CAPTION**

To approve a Professional Services Agreement by and between the City of Plano and CP&Y, Inc., in the amount of \$190,000, for Plano Park 1 – Street Reconstruction and Water Main Replacement project and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2011-12</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	190,000	995,000	<b>1,185,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-190,000	0	<b>-190,000</b>
BALANCE	0	<b>0</b>	<b>995,000</b>	<b>995,000</b>

**FUND(S):    STREET IMPROVEMENT CIP**

**COMMENTS:** Funds are included in the FY 2011-12 Street Improvement CIP. This item, in the amount of \$190,000 will leave a current year balance of \$0 for the Plano Park 1 project.

**STRATEGIC PLAN GOAL:** Engineering design services for street reconstruction and waterline replacement relate 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 reconstruction of approximately 3,730 linear feet (LF) of four concrete residential streets pavement to include a new 8" waterline along the entire length of four streets: Mimosa Avenue from P Avenue to Willow Lane (approximately 760 LF), Laurel Lane from Jasmine Lane to P Avenue (approximately 1,160 LF), Jasmine Lane from Hawthorne Lane to Japonica Lane (approximately 610 LF), and Japonica Lane from Jasmine Lane to P Avenue (approximately 1,200 LF).

The contract fee total is \$190,000.00 and is detailed as follows:

**BASIC SERVICES**

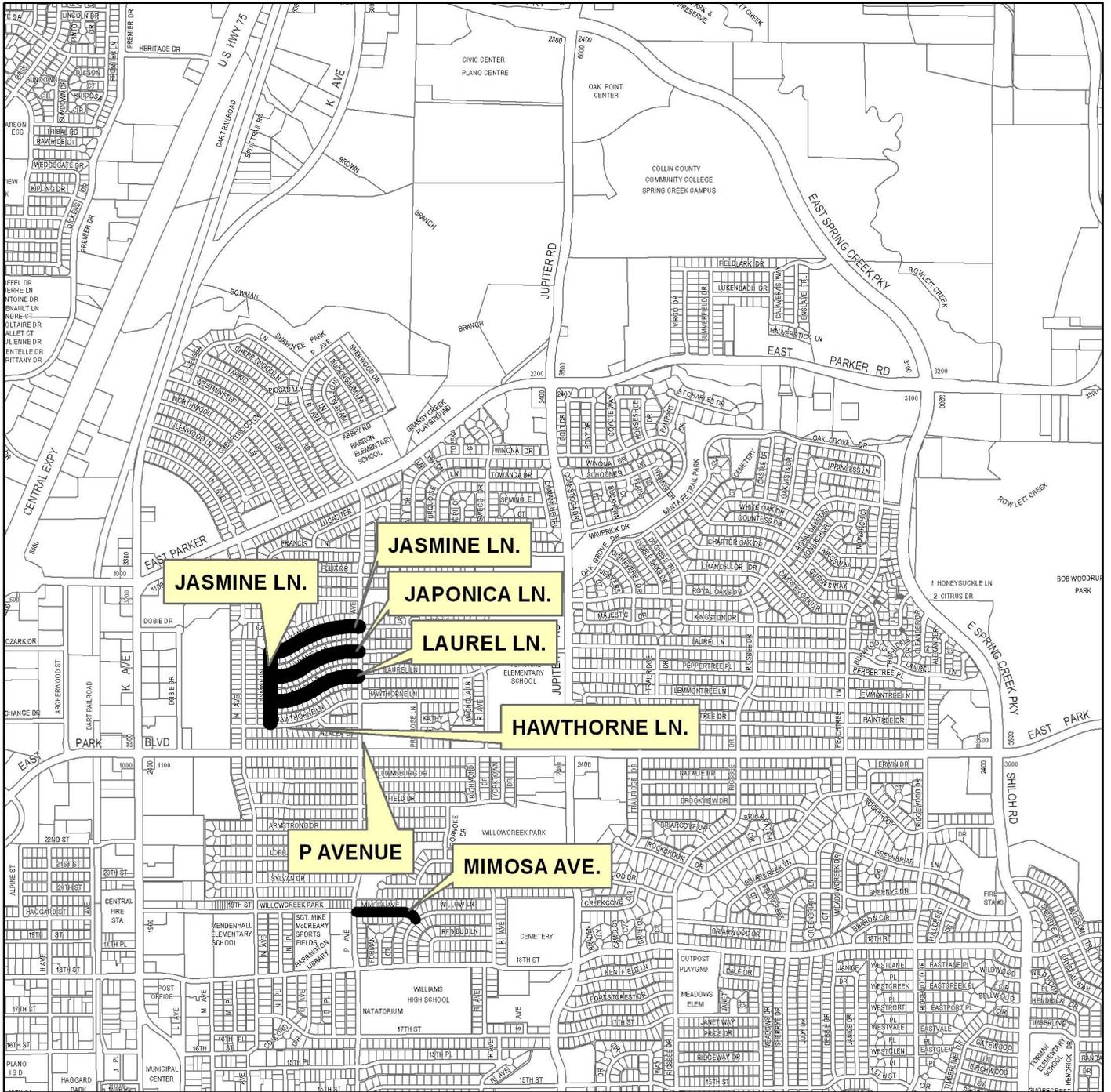
Research and Data Collection	\$1,200
Design Survey	\$37,000
Preliminary Design	\$73,500
Final Design	\$45,800
Bid Phase Services	\$4,500



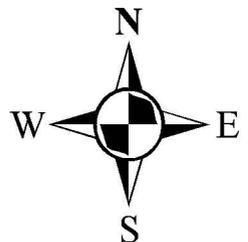
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Construction Administration	\$5,500
Record Drawings	\$3,500
Construction Control Survey	<u>\$9,000</u>
<b>SUBTOTAL BASIC SERVICES</b>	<b>\$180,000</b>
<b>SPECIAL SERVICES</b>	
Easement Documents (4 each @ \$2,500)	<u>\$10,000</u>
<b>SUBTOTAL SPECIAL SERVICES</b>	<b>\$10,000</b>
	<hr/>
<b>TOTAL FEE</b>	<b>\$190,000</b>
List of Supporting Documents: Location Map; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A

# PLANO PARK 1 STREET RECONSTRUCTION AND WATER MAIN REPLACEMENT PROJECT 6158



CITY OF PLANO  
PUBLIC WORKS DEPT.



**PLANO PARK 1  
STREET RECONSTRUCTION AND WATER MAIN REPLACEMENT**

**PROJECT NO. 6158**

**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 **CP&Y, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

**W I T N E S S E T H:**

**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 **PLANO PARK 1 - STREET RECONSTRUCTION AND WATER MAIN REPLACEMENT** 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, Suite 250  
P.O. Box 860358  
Plano, TX 75086-0358  
Attn: Shahrzad Tavana

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

CP&Y, Inc.  
1820 Regal Row, Suite 200  
Dallas, TX 75235  
Attn: Lawrence Beenken, P.E.

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: 1/23/2012

CP&Y, INC.  
A Texas Corporation

BY: Michael S. Hartzler  
Michael S. Hartzler, P.E.  
SENIOR VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

**APPROVED AS TO FORM:**

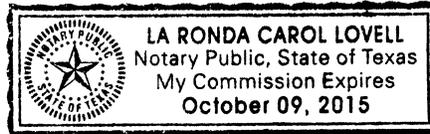
\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 23<sup>rd</sup> day of JANUARY, 2012, by **MICHAEL S. HARTZLER, P.E.**, Senior Vice President of CP&Y, 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 \_\_\_\_\_, 2012, 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**

**PLANO PARK 1 - STREET RECONSTRUCTION AND  
WATER MAIN REPLACEMENT**

**PROJECT No. 6158**

**PROJECT DESCRIPTION:**

Reconstruction of the concrete street pavement and replacement the existing 8” water main of the following;

- Mimosa Avenue from P Avenue to Willow Lane (Approximately 760 LF)
  - Laurel Lane from Jasmine Lane to P Avenue (Approximately 1160 LF main)
  - Jasmine Lane from Hawthorne Lane to Japonica Lane (Approximately 610 LF)
  - Japonica Lane from Jasmine Lane to P Avenue (Approximately 1200 LF)
1. The street paving shall be 27-ft. back-to-back, 6-inch 3000 PSI reinforced concrete pavement on 6-inch lime stabilized subgrade per City of Plano Standard Construction Details. No pavement structure design will be performed. No geotechnical testing will be performed to determine if special design considerations should be employed.
  2. Existing driveways will be reconstructed within the project limits per City details.
  3. Existing sidewalks including barrier free ramps will be reconstructed within the project limits per City details.
  4. The existing water main is to be replaced where it is under the proposed pavement reconstruction and shall include replacement of existing water services. Fire hydrant coverage will be analyzed and improved to current standards if necessary. Existing fire hydrants will be replaced with the existing fire hydrants being turned over to the City.
  5. The project will include curb drainage capacity analysis but will not include upsizing of the existing storm sewer. Addition of inlets will be included where gutter capacity is exceeded. If desired by the City, the design will include manholes for access into the existing storm sewer within the project limits. The approximate location of the existing storm sewer will be determined using “as-built” plans and from surface features. No subsurface investigations will be performed to determine the actual location of the existing storm sewer.
  6. No additional ROW or easements are anticipated to complete the project.

The proposed work consists of the following engineering design and surveying services:  
Basic Services

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

1. This project shall be designed in accordance with the following guidelines, where practical:
  - Geodetic Monumentation Manual
  - Manual for Right-of-Way Management
  - Storm Drainage Design Manual
  - Erosion and Sediment Control Manual
  - Thoroughfare Standard Rules and Regulations
  - Manual for the Design of Water & Sanitary Sewer Lines
  - Standard Construction Details
  - Barrier Free Ramp Details
  - NCTGOG Standard Specifications for Public Works Construction
  - Special Provisions to Standard Specifications for Public Works Construction
  - Sample Plan Set (Provided by City)
2. All plans submitted to the City shall be signed and sealed in accordance with state law.
3. The City shall provide guidance regarding project specific design issues if needed.

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

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and ROW maps, existing easement information, recent bid tabulations from projects similar in scope 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.

#### **C. Design Survey**

1. Establish a horizontal and vertical control network and project control baseline for the project area. 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 that can be found via pin finder, property lines and corners/monuments, 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 visible above ground utility features shall be located and referenced by utility name (i.e. Oncor Electric, Verizon Telephone, Atmos Gas, etc.).

4. Vertical topographic information tying pavement, manholes (tops and inverts), storm drain inlets (tops and inverts), and other improvements as needed within the project areas for the design.
5. Sufficient survey data shall be obtained so that a detailed Digital Terrain Model (DTM) may be prepared to provide existing and proposed grade cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and may not be a part of the final construction plan set.
6. Topographic survey and cross section work shall extend approximately 50 feet lengthwise beyond the proposed construction area and approximately 10 feet beyond the ROW. Additional data more than 10 feet beyond the ROW may be needed for leadwalks.
7. When underground utilities are exposed, tie to project control baseline.
8. Identify the street address of all properties adjacent to the proposed construction and show on drawings.

#### **D. Preliminary Design**

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34") at the engineering scale indicated:
  - Cover Sheet.
  - General Notes Sheet.
  - Project layout control sheet. Scale 1" = 100'.
  - Quantity sheet. (sheet by sheet breakdown of all quantities).
  - Typical sections and detail sheets.
  - Construction phasing and temporary traffic control sheets. Scale 1" = 40' or larger.
  - Paving plan & profile sheets for street improvements. The consultant will need to evaluate the existing street lights on the project street to check that adequate lighting exists. The City will provide the criteria. If additional lights are needed, new conduit and street light foundation locations (provided by the City) will be included in the project with the information shown on the paving plans. Scale 1" = 20' H; 1" = 5' V.
  - Drainage area map (with drainage calculations) for street/drainage improvements. Scale 1" = 100'. The drainage analysis will include evaluation of street and inlet capacities for compliance with current City standards as set forth in the City's Storm Drainage Design Manual. Hydraulic analysis of existing storm drain system will be confined to existing project limits. Starting hydraulic grade elevations shall be based on existing as-built plans or other reasonable assumptions confirmed by the City. If hydraulic analysis is required outside of the

project limits, it shall be done by contract modification. (This information will be prepared but only included in the plans if improvements are required. If required, it will be included by a contract modification)

- Storm drain improvement plan and profile sheets (if required). Scale 1" = 20' H; 1" = 5' V. (These improvements will be included if shown to be required as a result of the drainage area maps/drainage calculations. If improvements are required, the design/plan preparation shall be done under a contract modification)
- Water Utility Replacement Plans (plan only). Scale 1" = 20'.
- SWPPP sheet meeting TCEQ and City of Plano requirements. Scale 1" = 40'. Include the City WORD file form, "City of Plano CIP Projects – SWPPP Operator Requirements" as a sheet in the plans as part of the SWPPP. Include erosion control details from City Standards as required.
- Final buttoning and signage plan sheets. Scale 1" = 40'. (to be shown on Paving Plans if practical)
- Cross-sections. Scale 1" = 20' H; 1" = 5' 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.

2. Coordinate with affected utilities such as gas, telephone, cable TV and electric to obtain available information for the location of their facilities. Coordination effort shall include the following tasks: a) contact DigTess prior to topographic survey to request field locates of existing underground utilities within the project limits (the City of Plano will mark water, sanitary sewer and storm sewer locations if not marked by DigTess); b) using email or one-time mailing, contact utility companies using information provided by the City to request maps or other information showing the locations of their facilities; c) send preliminary and final plans to utility companies and request their review for possible conflicts with their facilities; d) if requested by the City, attend one utility coordination meeting including representatives of all affected utilities to discuss project scope and any necessary relocation work; e) send invitations to utility company representatives to a project pre-construction meeting. Other coordination efforts, if required, shall be additional services.
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) outline of special technical specifications and preliminary statement of probable construction cost to the City for review.

- Engineering
- Public Works
- Inspectors
- Transportation
- File Set

6. Meet with the City 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 impact to their facilities.

#### **E. 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 estimate.
7. Prepare draft bid schedule of items and quantities.
8. Submit six (6) sets of pre-final plans, one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
9. Incorporate City final comments into the plans and bid documents.
10. Submit three (3) sets of final black/blue line prints, three (3) bound copies of the bid documents and one unbound original bid document set to the City of Plano.
11. Attend a utility coordination meeting to start relocation process with affected franchise utilities, if necessary. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
12. Submit one (1) set of final black/blue line prints and one (1) bound copy of the bid documents to the designated Material Testing Laboratory.

#### **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. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Assist the City staff in conducting a pre-bid conference, if required.
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 opening.
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 in a pre-construction conference arranged by the City.
11. Furnish up to 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. Provide written responses to requests for information or clarifications.
2. Review submittals from the Contractor.
3. Prepare construction "Record Drawings" based upon clear and legible red-line mark-ups and other information provided by the construction contractor(s). Submit one blackline set to the City and two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline 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.

#### **H. 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**

##### **I. Easement Documents**

1. Prepare permanent and or temporary easement documents with field notes and drawings signed and sealed by a licensed surveyor on a per parcel basis.

#### **The Following Assumptions Are Made:**

- The proposed project will be reconstructed within the existing right-of-way.
- No additional right-of-way or easements will be required to complete the project.
- Project design will proceed without interruption from project initiation to completion.

### **Services to be provided to CP&Y by the City:**

The following items are to be provided to CP&Y by the City prior to the start of survey and design.

- As-Built plans of project area improvements.
- Bid document forms other than bid schedule.
- Pavement structure design, if non-standard.
- Utility Company contact information.
- Sample plan set.

### **Services Not Provided by CP&Y:**

The following is a list of services that are *not* part of this original scope, unless specifically included in the Detailed Scope of Services for each project segment. These services may be provided later at an additional fee:

- Geotechnical services before and during construction.
- Separate permanent signing plans.
- Separate pavement striping plans.
- Pavement structure or subgrade design.
- Drainage studies.
- Design of stormwater detention facilities.
- Preparation of temporary and/or construction easements or right of way documents. The need for these will be identified as part of this scope. The preparation of the documents can be performed as extra services.
- Construction Phase Surveying Services not specifically indicated above.
- Permitting.
- Public/resident contact and coordination.
- SUE other than the utility coordination and survey services described above.
- Structural design
- Electrical and/or lighting design.

**EXHIBIT "B"**

**SCHEDULE OF WORK**

**STREET RECONSTRUCTION AND WATER MAIN REPLACEMENT  
PROJECT NO. 6158**

<b>ACTIVITY</b>	<b>COMPLETION TIME (Calendar Days)</b>
1. Notice to Proceed	
2. Research and Data Collection	7
3. Design Survey	21
4. Preliminary Design	56
5. City Review	14
6. Final Design (Pre-Final Submittal) / ROW & Easement Documents	28
7. City Review	14
8. Final Design/Documents for Bidding	14
9. City Review	7
10. Advertise for Bids	21
11. Receive Bids	7
12. Recommendation	7
13. Prepare Council Agenda	7
14. Council Award	7
15. Prepare/Execute Contract	14
16. Schedule Preconstruction Meeting	7
17. Notice to Proceed	7
18. Construction	240

**EXHIBIT C  
COMPENSATION AND METHOD OF PAYMENT**

**STREET RECONSTRUCTION AND WATER MAIN REPLACEMENT  
PROJECT No. 6158**

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

<b>TASK</b>	<b>FEE</b>
<u><i>BASIC SERVICES</i></u>	
B. Research and Data Collection	\$1,200
C. Design Survey	\$37,000
D. Preliminary Design	\$73,500
E. Final Design	\$45,800
F. Bid Phase Services	\$4,500
G1. Construction Administration	\$5,500
G2. Record Drawings	\$3,500
H. Construction Control Survey	\$9,000
<b>SUBTOTAL BASIC SERVICES</b>	<b>\$180,000</b>
<u><i>SPECIAL SERVICES</i></u>	
I. Easement Documents (4 each @ \$2,500)	\$10,000
<b>SUBTOTAL SPECIAL SERVICES</b>	<b>\$10,000</b>
<b>TOTAL FEE</b>	<b>\$190,000</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."

**NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.**

- 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**

I, the undersigned declare that I am authorized to make this statement on behalf of CP&Y, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of CP&Y, 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.

CP&Y, Inc.

Name of Consultant

By:

Michael S Hartzler  
Signature

Michael S Hartzler  
Print Name

& Vice President  
Title

1-23-2012  
Date

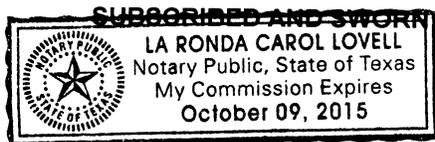
STATE OF TEXAS

§

COUNTY OF DALLAS

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~~SUBSCRIBED AND SWORN TO~~ before me this 23<sup>rd</sup> day of JANUARY, 2012.

La Ronda Carol Lovell  
Notary Public, State of Texas