



**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:	2/25/13
Department:	Public Works
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>	
<b>Project No. 6255</b>	

**CAPTION**

To approve a Professional Services Agreement by and between the City of Plano and RJN Group, Inc., in the amount of \$292,565, for I & I Program 2013 Project No. 6255; 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	293,000	0	<b>293,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-292,565	0	<b>-292,565</b>
BALANCE	0	435	0	<b>435</b>

**FUND(S):** SEWER CIP

**COMMENTS:** Funds are included in the FY 2012-13 Sewer CIP. This item, in the amount of \$292,565, will leave a current year balance of \$435 for the I & I Program 2013 project.

**STRATEGIC PLAN GOAL:** Determining the nature of storm water infiltration/inflow into Plano's existing sewer systems relates to the City's Goal of Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

This agreement is for an engineering analysis of the Russell Creek and Indian Creek Sewer Basins. The objective of this analysis is to determine where, and to what extent, there is storm water infiltration/inflow into the existing sewer system in this area. This will be accomplished by installing flow monitoring meters in 37 manholes and charting the flow volumes over a period of 2 to 3 months. The dry weather flows are compared to the wet weather flows to determine the amount and general locations of storm water infiltration/inflow. The contract fee is for \$292,565 as following:

<b>Basic Services</b>	
Project Administration / Mobilization	\$5,000
Flow Monitoring	\$171,005
Rainfall Monitoring	\$7,500
Data Analysis / Reporting	<u>\$44,500</u>
<b>Total Basic Services</b>	<b>\$228,005</b>
<b>Special Services</b>	
30 day extension (Flow Meters)	\$62,160
30 day RG extension (Rain Gauges)	<u>\$2,400</u>
<b>Total Special Services</b>	<b>\$64,560</b>
<b>Total Contract Amount</b>	<b>\$292,565</b>



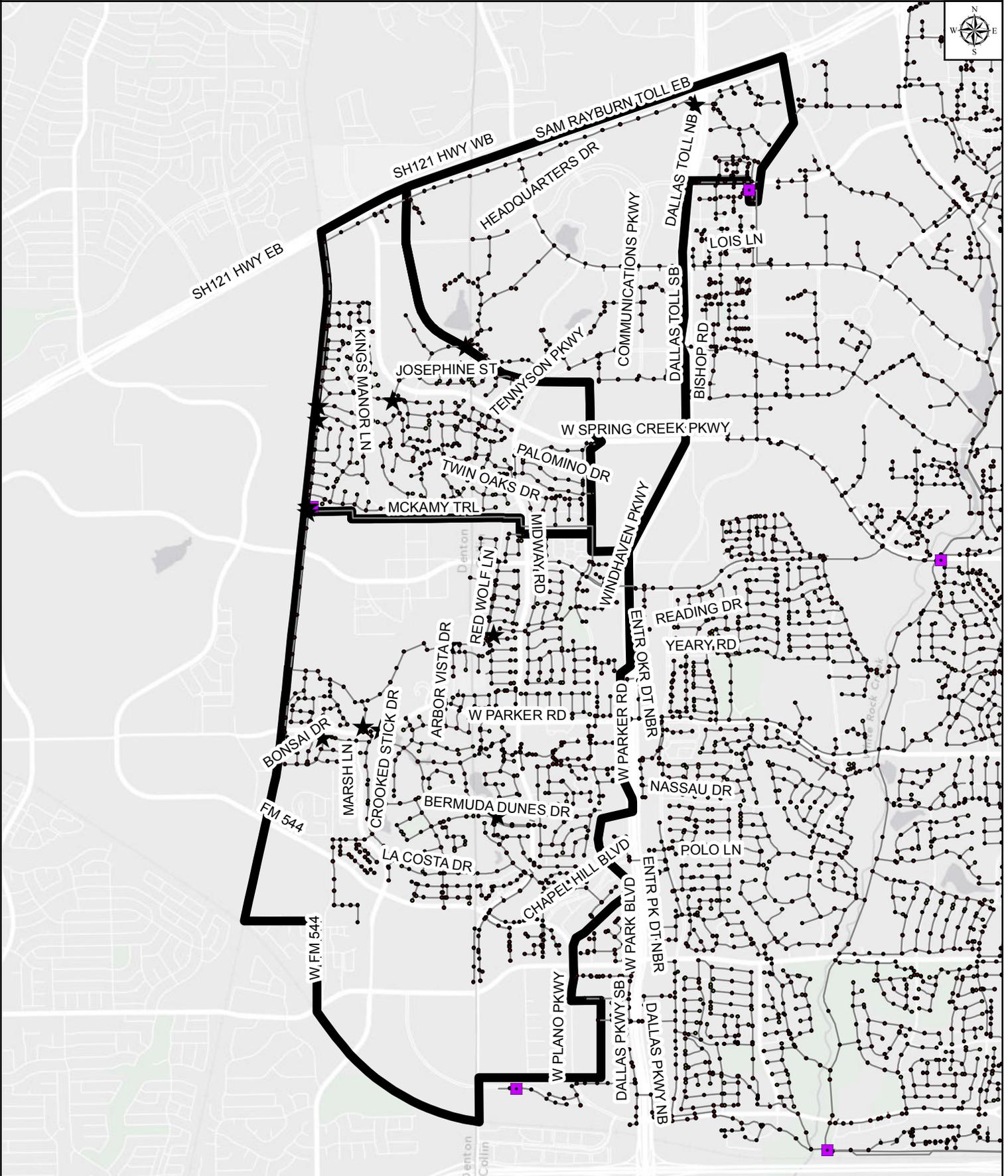
**CITY OF PLANO  
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List of Supporting Documents: Location Maps; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A
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# I/I Program 2013

Project Number 6255



**I & I PROGRAM 2013**

**PROJECT NO. 6255**

**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 **RJN GROUP, INC.**, an **ILLINOIS** Corporation 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 **I & I PROGRAM 2013** project located in the City of Plano, Collin and Denton 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: Tim Bennett, 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:

RJN Group, Inc.  
12160 Abrams Road, Suite 400  
Dallas, TX 75243  
Attn: Donna E. Renner, 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 and Denton 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.

**RJN GROUP, INC.**

An ILLINOIS Corporation licensed to do  
business in the State of Texas

DATE: 2/8/13

BY:   
Hugh M. Kelso  
VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

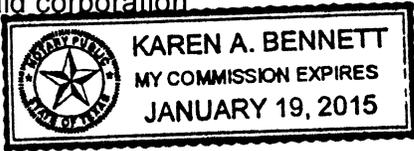
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 8th day of February \_\_\_\_\_, 2013, by **HUGH M. KELSO, Vice President, of RJN Group, Inc.**, an **ILLINOIS** corporation licensed to do business in the State of Texas, on behalf of said corporation.



*Karen A. Bennett*  
\_\_\_\_\_  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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  
I & I PROGRAM 2013  
PROJECT NO. 6255**

The proposed Scope of Services for the City of Plano's Indian Creek and Russell Creek Drainage Basins will determine wastewater flow rates during dry and wet weather periods that are occurring in the City of Plano Wastewater System and to the extent possible, the amount of Infiltration/Inflow (I/I) that is originating in the NTMWD interceptor sewers located within the Study areas. RJN Group (ENGINEER) will project the I/I rates for each monitoring location for a selected design storm event to prioritize the sub-basins for additional investigations if excessive I/I is identified.

The flow metering of the Russell Creek Drainage Basin will have specific challenges in that several backflow preventers have been installed on the City of Plano and NTMWD sewers to prevent backup of flow from the NTMWD interceptor sewers. This may require that additional meters be installed in the system to adequately monitor flow in the system.

The Project will consist of the following tasks:

- Project Administration
- Flow / Rainfall Monitoring
- Flow Data Analysis / Reporting

The individual tasks are described below:

**A. Project Administration**

1. Mobilize project team.
2. Prepare Agenda and attend a kick-off meeting with CITY staff. The kick-off meeting will include a discussion to determine the design storm event that will be utilized to evaluate the collection system.
3. Conduct general administration and periodic meeting as necessary with City Staff. A total of two meetings are included. Meeting notes will be prepared and submitted to the CITY after each meeting.
4. Perform ENGINEER's internal project control procedures on a monthly basis including schedule and budget control, and quality control review.
5. The ENGINEER will make a presentation to the CITY Staff that will discuss the results of the project and the recommendations developed.

**B. Flow / Rainfall Monitoring**

1. ENGINEER will conduct up to two days of field reconnaissance to verify flow directions and other routing issues.

2. Site Selection/Verification

- a. The ENGINEER will carry out all the necessary planning tasks associated with the temporary flow metering requirements for the study. The ENGINEER will conduct interviews with City staff, review the available electronic mapping, and any provided operational information to identify the key temporary flow meter locations. Selected field investigations will be performed prior to finalizing the proposed monitoring locations. Because of the layout of the system it is anticipated that the final number of flow meters may not be determined until the initial field investigations are completed.
- b. After the completion of the initial field investigations the ENGINEER shall prepare a flow metering plan and present it to the City that describes the proposed temporary flow metering locations and any assistance that may be required from the City staff.
- c. ENGINEER shall inspect the proposed temporary flow meter locations as necessary to determine their suitability for installation of the necessary equipment. If a location is identified as being unsuitable, then additional sites will be identified, one or two manholes upstream or downstream of the original site, and confirmed by ENGINEER as suitable for equipment installation. The Engineer shall prepare and submit site inspection reports to the City prior to installation of the flow meters.

3. Install Temporary Meters

- a. It is anticipated that the ENGINEER shall install up to Thirty-seven (37) temporary flow meters for an initial sixty (60) day monitoring period. If sufficient wet weather flow data is not obtained during the initial 60 day period, the metering may be extended for an additional 30 days under the Special Services Section of this Agreement. Each flow meter will be calibrated in the Engineer's facilities prior to installation in the selected monitoring sites. Each flow meter will be installed with telemetry in order to allow the ENGINEER's Data Analysis to review the flow data on a daily basis to insure that all meters are accurately recording flows.

4. Maintain/Remove Temporary Meters

- a. ENGINEER shall maintain the temporary flow meters during the monitoring period. Maintenance shall be carried out on a regular basis and includes calibration of the recording equipment, downloading of recorded data, onsite analysis of the data to ensure that the meter is working correctly, cleaning of the sensor, and replacement of any defective equipment. It is assumed that adequate weather conditions will be observed during the monitoring period so that dry weather and wet weather conditions that include at least five (5) significant storm events of different rainfall intensities are observed.
- b. An up-time of 90% for all temporary meters will be maintained. This will include dry and wet weather periods. If the up-time is not met by the ENGINEER, the monitoring will be extended to capture the meter days missed at no additional cost to the City of Plano. The guaranteed up-time

applies to mechanical malfunctions and does not apply to actions beyond the control or the ENGINEER such as vandalism, excessive debris, etc.

- c. The data recording interval for the temporary meters should be 5 minutes. These intervals shall be consistent throughout the monitoring period.
- d. ENGINEER shall remove all the temporary flow meters at the completion of the monitoring period if adequate weather conditions have been observed [dry weather and wet weather conditions that includes at least five (5) storm events of different rainfall intensities]. ENGINEER shall advise the CITY if adequate weather conditions have not been observed during the initial sixty (60) day monitoring period to allow the CITY to consider the authorization of an extended period for flow monitoring, in advance of removal of the temporary flow meters.

5. Rainfall Monitoring

- a. The ENGINEER shall select ten (10) rain gauge sites to obtain rainfall data during the monitoring period. After selection of the sites, ENGINEER will conduct site visits to locate public facilities or other structures where the gauges can be installed
- b. ENGINEER shall install and service the rain gauges with 0.01 inch accuracy in the study to obtain a continuous record of rainfall conditions during the monitoring period. Each rain gauge will also be inspected regularly and coincide with flow meter inspections.
- c. Upon completion of the flow monitoring phase of the project, all rain gauges and hardware will be removed.
- d. The data will undergo a rigorous QA/QC process and any bad data that is identified will be corrected or removed from the analysis.

C. Flow Data Analysis / Reporting

1. Flow Data Analysis

- a. Edit raw data and develop final calibrated flow data for each flow meter.
- b. Develop depth, velocity and quantity hydrographs for dry and wet weather flow conditions.
- c. Analyze flow data and develop average daily dry weather flow diurnal curves and base flow peaking factors.
- d. Determine peak inflow rate for selected rainfall events and determine corresponding rainfall intensity for areas tributary to all flow monitoring locations.
- e. Determine peak infiltration rates during high groundwater conditions, if possible.

- f. Determine total I/I volumes for selected rain events.
- g. Prioritization and recommendations.

The above described flow components will be determined for both the City of Plano collection system as well as the NTMWD sewers wherever possible.

## 2. Reporting

Based on the data analysis, the ENGINEER will prepare and submit a Draft Report for review and comment. The Draft Report will include a hard copy and electronic copy of the report with all supporting data for staff review. After receipt of written comments from the City, the ENGINEER shall incorporate the CITY's comments and prepare and submit three (3) copies of the Final Report. The Final Report will be submitted in both hard copy and electronic format. The ENGINEER shall make a presentation of the Study's findings and recommendations to the CITY's staff.

## EXHIBIT B

### SCHEDULE OF WORK

The work will be initiated immediately upon receipt of Authorization to Proceed, and is estimated to be completed within approximately six (6) months from the notice to proceed. If uncooperative weather conditions are encountered during the study period (i.e. inadequate rainfall preventing analysis of wet weather infiltration/inflow) the project schedule can be extended at the City's option.

#### Basic Services Schedule

Task Description	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
A. Project Administration/Mobilization						
B. Flow/Rainfall Monitoring						
1. Field Reconnaissance						
2. Site Selection						
3. Installation/Calibration						
4. Monitoring - 37 sites @ 60 days						
Extended Monitoring at City Option - 37 sites @ 30 days						
5. Rainfall Gauge Investigation/Monitoring						
a. Installation/Calibration						
b. Monitoring - 10 sites @ 60 days						
Extended Monitoring at City Option - 10 sites @ 30 days						
C. 1. Flow Data Analysis						
2. Draft/Final Report						

**EXHIBIT C**  
**COMPENSATION**

In consideration of the services to be performed under this Agreement, ENGINEER shall be paid as per the following compensation schedule:

<b>Compensation Table</b>				
<b>Activity</b>		<b>Units</b>	<b>Rate</b>	<b>Total</b>
<b>Basic Services</b>				
A.	Project Administration / Mobilization		L.S.	\$5,000
B.	Flow / Rainfall Monitoring			
	1. Field Reconnaissance		L.S.	\$2,100
	2. Flow Meter Site Investigation	37 meters	\$380	\$14,060
	3. Flow Meter Installation	37 meters	\$825	\$30,525
	4. Flow Monitoring Maintenance	2,220 m-d	\$56	\$124,320
	5. Rainfall Monitoring			
	a. Rain Gauge Site Investigation	10 gauges	\$270	\$2,700
	b. RG Monitoring Period	600 g-d	\$8	\$4,800
C.	Data Analysis/Reporting		L.S.	\$44,500
<b>Total Base Contact (not to exceed)</b>				<b>\$228,005</b>

<b>Special Services</b>				
	30 day extension (Flow Meters)	1110 m-d	\$56	\$62,160
	30 day RG extension (Rain Gauges)	300 m-d	\$8	\$2,400
<b>Total Special Services</b>				<b>\$64,560</b>

<b>Total Contract Amount</b>	<b>\$292,565.00</b>
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**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.)

### Coverages Required

### Limits (Figures Denote Minimums)

<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 RJN Group, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of RJN Group, 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.

RJN Group, Inc.  
Name of Consultant

By: *Hugh M. Kelso*  
Signature

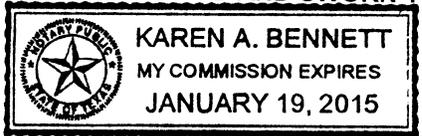
Hugh M. Kelso  
Print Name

Vice President  
Title

2/8/13  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS     §

SUBSCRIBED AND SWORN TO before me this 8th day of February, 2013.



*Karen A. Bennett*  
Notary Public, State of Texas