CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
☐ Consent ☐ Regular ☐ Statutory	
Council Meeting Date:	2/25/13
Department:	Public Works
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #):	**Kathleen Schonne (7198)** **Project No. 6154.1**

CAPTION

To approve a Professional Services Agreement by and between the City of Plano and Binkley & Barfield – C&P, Inc., in the amount of $129,280 for the Bridge Repairs Phase 2 Project No. 6154.1 and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: **2012-13**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	96,560	1,283,440	1,060,000	**2,440,000**
Encumbered/Expended Amount	-96,560	-981,637	0	**-1,078,197**
This Item	0	-129,280	0	**-129,280**
BALANCE	0	172,523	1,060,000	**1,232,523**

FUND(S): STREET IMPROVEMENT CIP

COMMENTS: Funds are included in the FY 2012-13 Street Improvement CIP. This item, in the amount of $129,280, will leave a current year balance of $172,523 for the Bridge Inspection/Repair project.

STRATEGIC PLAN GOAL: Bridge repairs at various locations throughout the City relates to the City's Goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This agreement is for engineering design services for the Bridge Repair Phase 2 project which will provide various repair items at 21 bridge locations as shown on the attached location map.

The project will include repair of cracked wingwalls and backwalls, spalled decking, approach slab repair, scour at rip rap and columns, damaged/corroded railings, and other miscellaneous repairs.

The contract fee is $129,280.00 and is detailed as follows:

WORK STAGE SUBMITTAL OR COMPLETION	**FEE AMOUNT**
BASIC SERVICES	
A. Investigation and Preliminary Design	$ 49,500.00
B. Pre-Final Design	$ 39,000.00
C. Final Design	$ 12,500.00
D. Bid Phase Services	$ 3,000.00
E. Construction Administration	$ 5,000.00
BASIC SERVICES FEE SUBTOTAL	**$ 109,000.00**

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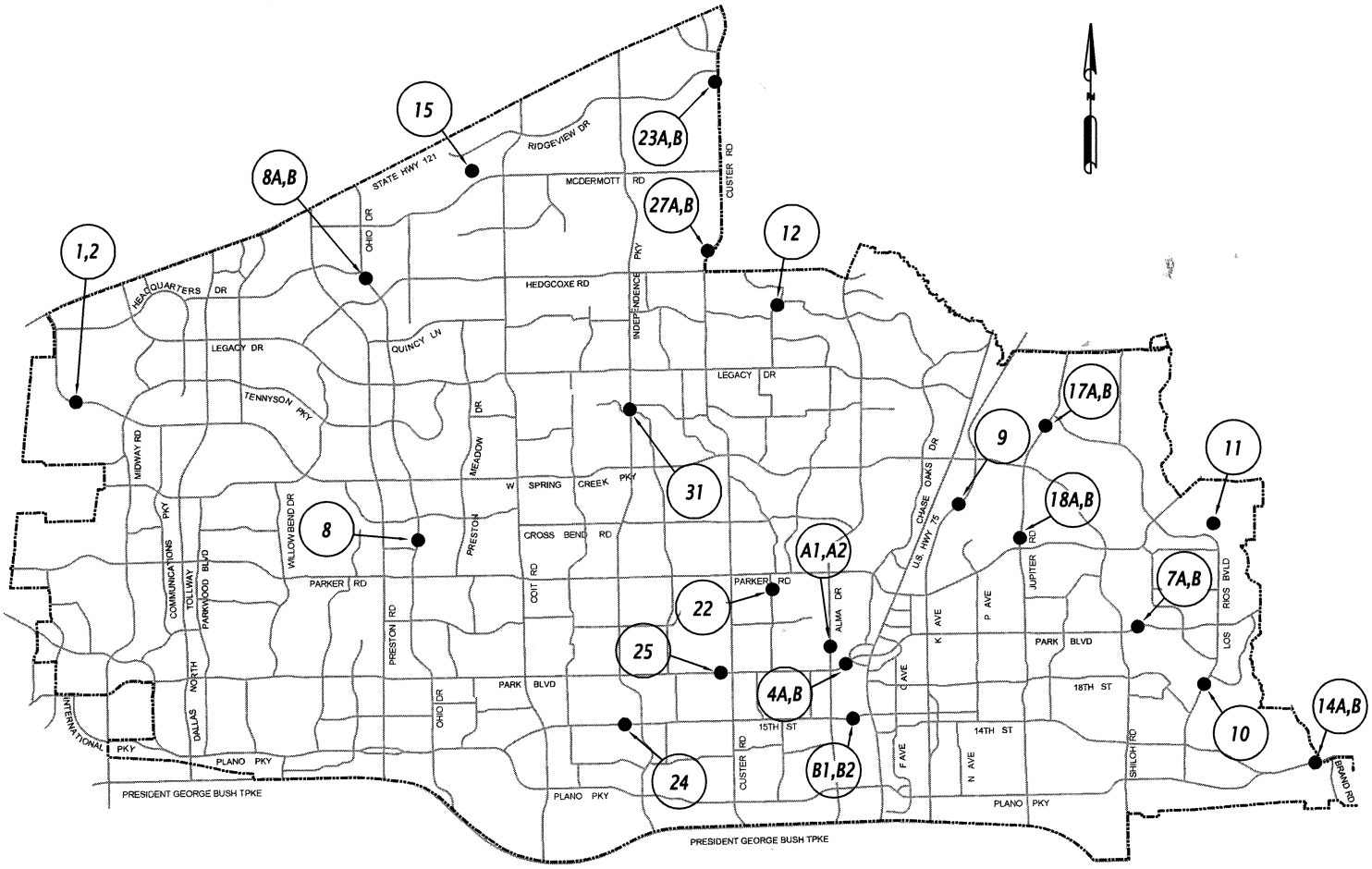
COUNCIL AGENDA ITEM

SPECIAL SERVICES	
F. Construction Inspection (32 @ $540 ea.)	$ 17,280.00
SPECIAL SERVICES FEE SUBTOTAL	**$ 17,280.00**
REIMBURSIBLE EXPENSES	**$ 3,000.00**
REIMBURSIBLE EXPENSES SUBTOTAL	**$ 3,000.00**
TOTAL FEE	**$ 129,280.00**

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map; Professional Services Agreement	N/A

BRIDGE REPAIRS–PHASE 2
PROJECT NUMBER 6154.1



VICINITY MAP

NOT TO SCALE

BRIDGE	ROADWAY	FEATURE CROSSED
1,2	SPRING CREEK PKWY	INDIAN CREEK
4A,4B	PARK BLVD	SPRING CREEK
7A,7B	PARK BLVD	ROWLETT CREEK
8	OHIO DR	WHITE ROCK CREEK TRIBUTARY
8A,8B	OHIO DR	TRIBUTARY
9	AVENUE K (HWY 5)	BROWN BRANCH
10	LOS RIOS BLVD	ROWLETT CREEK
11	OXBOW CREEK LN	COTTONWOOD CREEK
12	RED RIVER DR	RUSSELL CREEK
14A,14B	14TH STREET (FM 544)	ROWLETT CREEK
15	ROCKLEDGE LN	WHITE ROCK CREEK TRIBUTARY
17A,17B	JUPITER RD	ROWLETT CREEK
18A,18B	JUPITER RD	BROWN BRANCH
22	COUNTRY PLACE	BROWN BRANCH
23A,23B	CUSTER RD	YOUNGS BRANCH
24	15TH STREET	JANET CREEK
25	PARK BLVD	PITTMAN CREEK
27A,27B	CUSTER RD	RUSSELL CREEK
31	INDEPENDENCE PKWY	SPRING CREEK
A1,A2	ALMA RD	SPRING CREEK
B1,B2	15TH STREET	SPRING CREEK

BRIDGE REPAIRS PHASE 2

PROJECT NO. 6154.1

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 **BINKLEY & BARFIELD – C&P, 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 **BRIDGE REPAIRS PHASE 2** 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: 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:

Binkley & Barfield – C&P, Inc.
1801 Gateway Blvd. #101
Richardson, TX 75080
Attn: Tony Romo, 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.

BINKLEY & BARFIELD – C&P, INC.
A Texas Corporation

DATE: 1/24/2013

BY: Michael Cummings
Michael Cummings, P.E.
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 24th day of January, 2013, by **MICHAEL CUMMINGS, P.E., President,** of **Binkley & Barfield – C&P, Inc.**, a **Texas** corporation, on behalf of said corporation.

LINDSEY M. HENSON
MY COMMISSION EXPIRES
September 27, 2016

Lindsey M. Henson
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
BRIDGE REPAIRS PHASE 2
PROJECT NUMBER 6154.1
CIP NUMBER 37579

PROJECT DESCRIPTION:

Design repairs on the second phase of multiple bridges located throughout the City of Plano.

BASIC SERVICES:

A. Investigation and Preliminary Design

1. This project shall be designed in accordance with the following:
    - Erosion & Sediment Control Manual
    - Thorough Fare Standards Rules & Regulations
    - Standard Construction Details
    - Barrier Free Ramp Details
    - NCTCOG Standard Specifications for Public Works Construction
    - Special Provisions to Standard Specifications for Public Works Construction
    - Manual for Right of Way Management
    - Storm Drainage design Manual
    - Manual for the Design of Water and Sewer Lines

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

3. Meet with City of Plano engineering staff and obtain design criteria and BRINSAP reports for each bridge. Pertinent utility plans, street plans, plats and right-of-way maps, existing easement information will be acquired as necessary for each project area.

4. Meet with the City project manager to conduct on-site inspections.

5. Meet with City Staff as necessary to determine limits of deck delamination at applicable bridge sites.

6. Quantify repair areas in field for each bridge.

7. Document repair areas with photos

8. Consider existing utilities and drainage conditions in design.

9. Develop preliminary construction plans including the following:
    - Cover Sheet with bridge locations with name and number

- General Notes
- Plan sheet for each bridge location including:
    1. Individual quantity table
    2. Repair location details
    3. Elevation view of bridge
    4. Repair Details Sheets

10. Submit two set of 22" x 34" and three sets 11" x 17" preliminary plans to the City for review.

B. Pre-Final Design

1. Revise preliminary plans incorporating comments from the City of Plano.

2. Prepare preliminary construction plans. Prepare the following sheets:
    - Cover sheet
    - General Notes
    - For each bridge location:
        - Generic plan view layout (not to scale)
        - Generic elevation view layout (not to scale)
        - Quantity table
        - Repair locations
    - Repair details as needed
    - Generic traffic control sheets.
    - SWPPP and Erosion Control Plan sheets meeting EPA and City of Plano requirements.
    - Color photos of bridge repair locations to be included in a CD format in specification book for each bridge.

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 sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
    - Engineering
    - Public Works
    - Inspectors
    - Transportation
    - Parks
    - Other

6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.

7. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities as necessary.

C. Final Design

1. Revise preliminary plans incorporating comments from the City of Plano.

2. Incorporate comments from the utility companies.

3. Finalize construction plans for proposed improvements.

4. Finalize special technical specifications and special conditions (if any).

5. Incorporate standard details into the construction plans and prepare additional details as required.

6. Take off final construction quantities and prepare final construction cost estimates.

7. Submit two sets of 22" x 34" and two sets 11" x 17" pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.

8. Incorporate City final comments into the plans and bid documents.

9. Submit two sets of 11" x 17" final black line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.

10. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

11. It is assumed that the City of Plano will contract a materials testing firm to observe the construction process. The testing firm will verify that foundations are placed in the correct strata and will perform materials test on soil and construction materials as required.

D. Bid Phase Services

1. Provide a schedule of bid items. The City will prepare the bid documents.

2. Furnish plans and bid documents 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 City staff in conducting a pre-bid conference, if required.

5. Prepare and distribute addenda to bid documents as necessary.

6. Submit a CD-ROM disk of the bid set plans in a PDF format.

7. Provide bid tabulation within 4 working days of the bid opening.

8. Evaluate the low and second to low bidders. Prepare a letter of recommendation to the City within 7 working days of the bid opening.

9. Assist City staff in a pre-construction conference.

10. Furnish 11 full size and 7 half size sets of final construction plans and three sets of the contract documents manual to the City for construction.

E. Construction Administration

1. Provide written responses to requests for information or clarifications.

2. Provide monthly site visits during construction.

3. Prepare plan and quantity revisions as required for change orders. The City will prepare the change order and have it executed by the contractor.

4. Recommend final acceptance of the 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 two 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.

SPECIAL SERVICES:

F. Construction Inspection

1. The consultant will provide secondary support inspection on a weekly or as requested basis. Payment will be per each inspection. Documentation of inspection would be submitted by email to the City

SUMMARY OF BRIDGE REPAIRS (PHASE 2):

Bridge No.	Roadway & Type of Structure	Feature Crossed	Description of Problem/Repairs Needed
1 & 2	Spring Creek Parkway	Indian Creek	Deck Joints Closed/Install Expansion Joints
	(Twin Bridge)		Trees Contacting Structure/Remove Trees
4A & 4B	Park Boulevard	Spring Creek	Scour at Riprap/Add Rock RipRap
	(Twin Bridge)		Scour in Channel/Add Rock RipRap
			Deck Joints Closed/Install Expansion Joints
			Damage Bridge Railing/Repair Rail
			Cracks in Pavement/Seal Cracks
			Cracks in Backwall/Seal Cracks
			Erosion Around Wingwalls/Backfill & Sod
7A & 7B	Park Boulevard	Rowlett Creek	Deck Joints Closed/Install Expansion Joints
	(Twin Bridge)		Scour in Channel/Add Rock RipRap
			Spalling in Deck/Repair damaged Deck Areas
			Erosion Around Wingwalls/Backfill & Sod
			Spalling in Bent Cap/Patch Spall
			Cracking in Riprap/Seal Cracks
8	Ohio Drive	White Rock Creek Tributary	Damaged MBGF/Replace MBGF
	(Box Culvert)		Trees Contacting Structure/Remove Trees
			Scour in Channel/Add Rock RipRap
			Cracking in Riprap/Seal Cracks
			Erosion Around Wingwalls/Backfill & Sod
			Spalling in Headwall/Patch Spalls
			Settlement in Sidewalk/Pump up Sidewalk
8A & 8B	Ohio Drive (Extra)	Tributary	Erosion Around Wingwalls/Backfill & Sod
	(Twin Bridge)		Damaged Pedestrial Rail/Repair Rail
			Cracking in Riprap/Seal Cracks
			Cracks in Pavement/Seal Cracks
			Damage to Wingwall/Repair Wingwall
			Scour in Channel/Add Rock RipRap
			Riprap Damage/Replace RipRap
			Trees Contacting Structure/Remove Trees
			Deck Joints Closed/Install Expansion Joints
9	Avenue K (HWY 5)	Brown Branch	Cracking in Riprap/Seal Cracks

	(Box Culvert)		Erosion Around Wingwalls/Backfill & Sod
			Trees Contacting Structure/Remove Trees
			Spalling in Headwall/Patch Spalls
10	Los Rios Boulevard	Rowlett Creek	Deck Joints Closed/Install Expansion Joints
	(Single Bridge)		Scour in Channel/Add Rock RipRap
			Damage to Wingwall/Repair Wingwall
			Cracking in Riprap/Seal Cracks
			Cracks in Pavement/Seal Cracks
11	Oxbow Creek Lane	Cottonwood Creek	Trees Contacting Structure/Remove Trees
	(Single Bridge)		Damage to Wingwall/Repair Wingwall
			Scour in Channel/Add Rock RipRap
			Deck Joints Closed/Install Expansion Joints
			Erosion Around Wingwalls/Backfill & Sod
			Heavy Erosion in Channel/Add Gabions
			Damaged Pedestrial Rail/Repair Rail
			Riprap Damage/Replace RipRap
12	Red River Drive	Russell Creek	Deck Joints Closed/Install Expansion Joints
	(Single Bridge)		Erosion Around Wingwalls/Backfill & Sod
			Scour in Channel/Add Rock RipRap
			Trees Contacting Structure/Remove Trees
			Cracking in Riprap/Seal Cracks
			Spalling in Deck/Repair damaged Deck Areas
			Settlement in Approach slab/Replace Slab
			Settlement in Sidewalk/Repalce Approach Sidewalk
14A & 14B	14th St. (FM544) Overflow	Rowlett Creek	Deck Joints Closed/Install Expansion Joints
	(Twin Bridge)		Damage to Wingwall/Repair Wingwall
			Trees Contacting Structure/Remove Trees
			Cracking in Riprap/Seal Cracks
			Cracks in Pavement/Seal Cracks
15	Rockledge Lane	White Rock Creek Tributary	Deck Joints Closed/Install Expansion Joints
	(Single Bridge)		Erosion Around Wingwalls/Backfill & Sod
			Trees Contacting Structure/Remove Trees
			Damage to Wingwall/Repair Wingwall
			Scour in Channel/Add Rock RipRap
			Damaged Pedestrial Rail/Repair Rail
			Spalled Beam Seat/Repair Beam Seat

17A & 17B	Jupiter Road	Rowlett Creek	Trees contacting structure/Remove Trees
	(Twin Bridge)		Cracking in Riprap/Seal Cracks
			Scour in Channel/Add Rock RipRap
			Erosion Around Wingwalls/Backfill & Sod
			Cracks in Pavement/Seal Cracks
			Deck Joints Closed/Install Expansion Joints
			Damaged Pedestrial Rail/Repair Rail
18A & 18B	Jupiter Road	Brown Branch	Deck Joints Closed/Install Expansion Joints
	(Twin Bridge)		Cracks in Pavement/Seal Cracks
			Scour in Channel/Add Rock RipRap
			Trees Contacting Structure/Remove Trees
			Spalling in Backwall/Patch Spalls
			Cracking in Riprap/Seal Cracks
			Erosion Around Wingwalls/Backfill & Sod
22	Country Place	Brown Branch	Scour in Channel/Add Rock RipRap
	(Single Bridge)		Trees Contacting Structure/Remove Trees
23A & 23B	Custer Road	Youngs Branch	Deck Joints Closed/Install Expansion Joints
	(Twin Bridge)		Cracks in Pavement/Seal Cracks
			Expansion Joint Material Damage/Repair
			Damaged Pedestrial Rail/Repair Rail
			Erosion Around Wingwalls/Backfill & Sod
			Scour in Channel/Add Rock RipRap
			Trees Contacting Structure/Remove Trees
			Damage to Wingwall/Repair Wingwall
			Spalling in Deck/Repair damaged Deck Areas
24	15th Street	Janet Creek	Scour in Channel/Add Rock RipRap
	(Box Culvert)		Cracking in Wingwall/Replace Wingwall
			Trees Contacting Structure/Remove Trees
			Erosion Around Wingwalls/Backfill & Sod
25	Park Boulevard	Pittman Creek	Scour in Channel/Add Rock RipRap
	(Box Culvert)		Trees Contacting Structure/Remove Trees
			Erosion Around Wingwalls/Backfill & Sod
			Cracking in Wingwall/Replace Wingwall
			Damaged Pedestrial Rail/Repair Rail
27A & 27B	Custer Road	Russell Creek	Deck Joints Closed/Install Expansion Joints

	(Twin Bridge)		Cracking in Riprap/Seal Cracks
			Scour in Channel/Add Rock RipRap
			Damage to Wingwall/Repair Wingwall
			Erosion Around Wingwalls/Backfill & Sod
			Trees Contacting Structure/Remove Trees
			Damaged Pedestrial Rail/Repair Rail
			Spalling in Deck/Repair damaged Deck Areas
31	Independence Parkway	Spring Creek	Deck Joints Closed/Install Expansion Joints
	(Single Bridge)		Damage to Wingwall/Repair Wingwall
			Erosion Around Wingwalls/Backfill & Sod
			Settlement in Sidewalk/Pump up Sidewalk
			Damaged Pedestrial Rail/Repair Rail
			Cracks in Pavement/Seal Cracks
			Spalling in Deck/Repair damaged Deck Areas
	15th Street	Spring Creek	Deck Joints Closed/Install Expansion Joints
	(Twin Bridge)		Erosion Around Wingwalls/Backfill & Sod
			Spalling in Deck/Repair damaged Deck Areas
			Settlement in Sidewalk/Pump up Sidewalk
			Cracks in Pavement/Seal Cracks
			Trees Contacting Structure/Remove Trees
			Approach slab spalled/Repair Slab
			Scour in Channel/Add Rock RipRap
			Abutment Cap Spalled/Repair or patch cap
			Curb cracked and broken/Repair Curb
	Alma Road	Spring Creek	Deck Joints Closed/Install Expansion Joints
	(Twin Bridge)		Erosion Around Wingwalls/Backfill & Sod
			Settlement in Sidewalk/Pump up Sidewalk
			Cracks in Pavement/Seal Cracks
			Curb cracked and broken/Repair Curb
			Trees Contacting Structure/Remove Trees
			Approach slab spalled/Repair Slab
			Spalling in Deck/Repair damaged Deck Areas
			Replace Fence on Sidewalk as needed
			Replace portion of pavement next to approach

COST ESTIMATE (PHASE 2):

Bridge No.	Roadway	Feature Crossed	Type of Structure	Construction Cost
1	Spring Creek Parkway	Indian Creek	Twin Bridge	$18,000
2	Spring Creek Parkway	Indian Creek	Twin Bridge	$18,000
4A	Park Boulevard	Spring Creek	Twin Bridge	$53,000
4B	Park Boulevard	Spring Creek	Twin Bridge	$53,000
7A	Park Boulevard	Rowlett Creek	Twin Bridge	$38,000
7B	Park Boulevard	Rowlett Creek	Twin Bridge	$38,000
8	Ohio Drive	White Rock Creek Tributary	Box Culvert	$17,000
8A	Ohio Drive (Extra)	Tributary	Twin Bridge	$52,000
8B	Ohio Drive (Extra)	Tributary	Twin Bridge	$52,000
9	Avenue K (HWY 5)	Brown Branch	Box Culvert	$20,000
10	Los Rios Boulevard	Rowlett Creek	Single Bridge	$85,000
11	Oxbow Creek Lane	Cottonwood Creek	Single Bridge	$100,000
12	Red River Drive	Russell Creek	Single Bridge	$100,000
14A	14th Street (FM544) Overflow	Rowlett Creek	Twin Bridge	$45,000
14B	14th Street (FM544) Overflow	Rowlett Creek	Twin Bridge	$45,000
15	Rockledge Lane	White Rock Creek Tributary	Single Bridge	$39,000
17A	Jupiter Road	Rowlett Creek	Twin Bridge	$48,000
17B	Jupiter Road	Rowlett Creek	Twin Bridge	$48,000
18A	Jupiter Road	Brown Branch	Twin Bridge	$44,000
18B	Jupiter Road	Brown Branch	Twin Bridge	$44,000
22	Country Place	Brown Branch	Single Bridge	$59,000
23A	Custer Road	Young's Branch	Twin Bridge	$56,000
23B	Custer Road	Young's Branch	Twin Bridge	$56,000
24	15th Street	Janet Creek	Box Culvert	$28,000
25	Park Boulevard	Pittman Creek	Box Culvert	$32,000
27A	Custer Road	Russell Creek	Twin Bridge	$60,000
27B	Custer Road	Russell Creek	Twin Bridge	$60,000
31	Independence Parkway	Spring Creek	Single Bridge	$80,000
	15th Street	Spring Creek	Twin Bridge	$53,000
	15th Street	Spring Creek	Twin Bridge	$55,000
	Alma Road	Spring Creek	Twin Bridge	$43,000
	Alma Road	Spring Creek	Twin Bridge	$46,000

Subtotal = $1,585,000

10% Contingency = $158,500

Estimated Construction Cost = $1,743,500

EXHIBIT B
SCHEDULE
BRIDGE REPAIRS, PHASE 2
PROJECT NUMBER 6154.1

Activity	**Duration (Calendar Days)**
Notice to Proceed	*Day Received from City*
Investigation and Preliminary Design	***12 weeks (Total)***
Site visits	*2 weeks*
Quantify repair areas in field for each bridge.	*1 week*
Document repair areas with photos	*1 week*
Develop preliminary construction plans	*4 weeks*
City Preliminary Review	*4 weeks*
Pre-Final Design	***8 weeks (Total)***
Incorporate Preliminary Review Comments	*1 weeks*
Prepare preliminary construction plans	*3 weeks*
Prepare outline of any special technical specifications	*1 week*
Prepare an estimate of probable construction cost	*1 week*
City Preliminary Review	*2 weeks*
Final Design	***4 weeks (Total)***
Revise preliminary plans incorporating comments	*2 days*
Finalize construction plans for proposed improvements.	*1 week*
Finalize technical specification and bid book	*1 day*
Finalize Cost Estimate	*2 days*
Finalize any special details	*1 Week*
City Final Review	*1 week*
Total Time from NTP to Bid Phase	***5 Months, 2 Weeks***

EXHIBIT C
FEE PROPOSAL
BRIDGE REPAIRS, PHASE 2
PROJECT NUMBER 6154.1

DESCRIPTION	FEE AMOUNT
BASIC SERVICES	
A. Investigation and Preliminary Design	$ 49,500.00
B. Pre-Final Design	$ 39,000.00
C. Final Design	$ 12,500.00
D. Bid Phase Services	$ 3,000.00
E. Construction Administration	$ 5,000.00
BASIC SERVICES FEE SUBTOTAL	**$ 109,000.00**
SPECIAL SERVICES	
F. Construction Inspection (32 @ $540 ea.)	$ 17,280.00
SPECIAL SERVICES FEE SUBTOTAL	**$ 17,280.00**
REIMBURSIBLE EXPENSES	**$ 3,000.00**
TOTAL FEE (Not to exceed without prior approval)	**$ 129,280.00**

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. <u>Engineer's Insurance - "Occurrence" Basis:</u>

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

___ 18. Garagekeepers' Legal $_____- Comprehensive
$_____- Collision

___ 19. Owners Protective Liability $500,000 Combined single limits

_X_ 20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.

_X_ 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

_X_ 22. Ten (10) days notice of cancellation, non-renewal, endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

_X_23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).

_X_ 24. The Certificate must state project title and project number.

_X_ 25. Other Insurance Required:

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

Binkley & Barfield – C&P, Inc.
Name of Consultant

By: Michael Cummings
Signature

Michael Cummings
Print Name

President
Title

1/24/2013
Date

STATE OF TEXAS §
§
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 24th day of January, 2013.

LINDSEY HENSON
MY COMMISSION EXPIRES
September 27, 2016

Lindsey M. Henson
Notary Public, State of Texas