



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		2/27/2012		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove, P.E.		
Agenda Coordinator (include phone #): Irene Pegues (7198)				Project No. 6210
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and Birkhoff, Hendricks, and Carter LLP, in the amount of \$424,000, for the renovation of the Stadium Pump Station and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	430,000	350,000	780,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-424,000	0	-424,000
BALANCE	0	6,000	350,000	356,000
FUND(S): WATER CIP				
COMMENTS: Funds are included in the FY 2011-12 Water CIP. This item, in the amount of \$424,000 will leave a current year balance of \$6,000 for the Stadium Pump Station project.				
STRATEGIC PLAN GOAL: Engineering services for pump station renovation relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This agreement is for the engineering design services required for the renovation of the Stadium Pump Station, including the required design and specification for the replacement of pumps, motors, piping, instrumentation and other needed improvements detailed as follows: Payment for basic services shall be based on a lump sum amount as follows:				
1. Preliminary Engineering				\$200,000
2. Final Engineering				\$150,000
3. Bidding Phase Services				\$4,000
4. Construction Administration				<u>\$35,000</u>
Basic Services:				\$389,000



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Special Services

A. Design Surveys	\$4,500
B. Record Drawing	\$2,000
C. Reproduction	\$1,000
D. Suction Header Investigation	\$6,000
E. Electrical Part-Time On-Site Observer	\$18,000
F. Oncor Easement Prepration	<u>\$3,500</u>

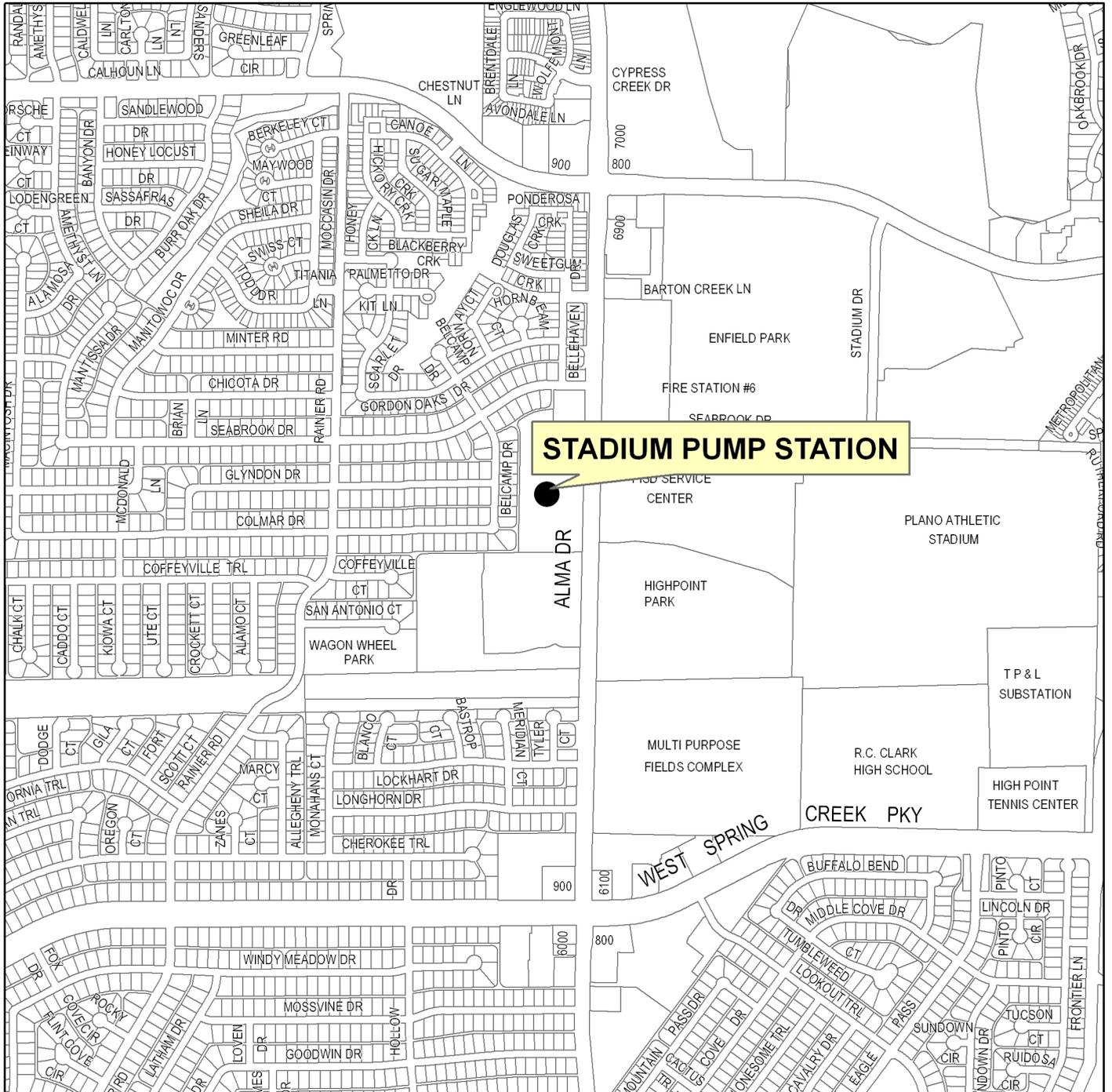
Additional Services: \$35,000

Maximum Fee Not to Exceed: \$424,000.00

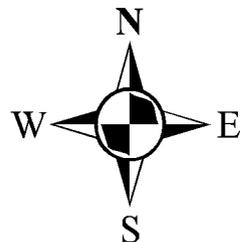
List of Supporting Documents:
Location Map; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies
N/A

STADIUM PUMP STATION REHABILITATION PROJECT 6210



CITY OF PLANO
PUBLIC WORKS DEPT.



STADIUM PUMP STATION REHABILITATION

PROJECT NO. 6210

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 **BIRKHOFF, HENDRICKS & CARTER, L.L.P.**, a **TEXAS** Limited Liability Partnership, 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 **STADIUM PUMP STATION REHABILITATION** 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:

Birkhoff, Hendricks & Carter, L.L.P.
11910 Greenville Avenue, Suite 600
Dallas, TX 75243
Attn: John W. Birkhoff, 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.

BIRKHOFF, HENDRICKS & CARTER, L.L.P.

A Texas Limited Liability Partnership

DATE: 2/16/12

BY: John W. Birkhoff

John W. Birkhoff, P.E.
MANAGING PARTNER

CITY OF PLANO, TEXAS

DATE: _____

BY: _____

Bruce D. Glasscock
CITY MANAGER

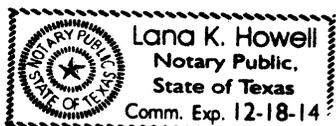
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 16th day of February, 2012, by **JOHN W. BIRKHOFF, P.E., MANAGING PARTNER**, of **BIRKHOFF, HENDRICKS & CARTER, L.L.P.**, a **TEXAS** Limited Liability Partnership, on behalf of said company.





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 STADIUM PUMP STATION REHABILITATION

Part I. DESCRIPTION

This project will renovate the Stadium Pump Station including replacement of the pumps, motors, piping, electrical motor control center, instrumentation and other improvements.

Design Standards

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

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

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

Part II. PRELIMINARY ENGINEERING

Prepare preliminary construction plans to address the following:

1. Remove interior walls of station to allow for expansion of Control Room into shop to create new electrical room. Center wall to Valve Room will remain.

2. Eliminate separate bathroom and shower and combine into a single room that meets ADA Standards.
3. Provide for tankless electric hot water heater in bath and shower room.
4. Plumbing will be rerouted in crawl space to allow relocation of toilet and sinks to ADA compliant bath and shower.
5. Existing Electrical Room will be converted to shop and future disinfection room.
6. Remove front windows, minimize size of side windows with security glass.
7. Remove store-front glass at entry, eliminate windows in south wall, and eliminate exterior doors to old Chlorine Room.
8. Replace remaining exterior doors with fiberglass doors and frames. Include new fiberglass door and frame entry door.
9. Add driveway to proposed rollup door (south end of valve room).
10. Attempt to grade site away from building.
11. Level-up floor from wall removal and place terrazzo on floor.
12. Paint all walls and exposed concrete (ceiling area) in station.
13. Add kick-panel to existing aluminum handrails.
14. Replace two support beams under aluminum grating in main valve room.
15. Replace aluminum grating supports in suction header basement.
16. Replace "L" support bracket to grating support system along north wall.
17. Add lighting to lowest levels.
18. Place electrical receptacles to 4-feet above floor level in valve and piping rooms.
19. Seal exterior pump deck. Route and seal cracks.
20. Replace piping from suction header to discharge header. Replace discharge headers.

21. Replace valves between suction header and discharge header.
22. Replace and size surge valves for each service area.
23. Size pumps and motors.
24. Design the replacement of one generator set and add sound enclosure to existing one generator set. Design will include integration of generators with proposed switchgear and preparing distributed Generation Permit with Oncor. Relocate generators to north side of driveway near existing fuel storage tank.
25. Analyze the existing structure to determine if a 2-ton bridge crane can be incorporated into valve room.
26. If structure can support bridge crane, design its layout. This will be a manual bridge crane.
27. Remove and dispose of equipment and panels, and the alike from the site.
28. Existing motor control centers and electrical switchgear will be removed and replaced. Motor Control Centers will be soft start units. Control valves for design will be Valmatic Surge Busters.
29. Interior lighting will be rerouted to fit new floor layout. All lighting will be replaced.
30. Discharge metering will be replaced. Venturi to be tubes removed. Magnetic flow meters will be specified.
31. Replace single sump pump with dual alternating sump pump with flood alarm mounted in pit. Alarm to be tied to SCADA.
32. Site lighting will be added. Proposed lighting to utilize LED as the light source. Existing exterior lighting will be removed.
33. Include photographs of existing station in specification book.
34. Include new ornamental fencing at site with manual open gates. Remove Photinia plants inside and outside existing fence line.
35. Include provisions to clean and disinfect ground storage reservoirs after construction of pump station is complete.

36. Provide details to extend grade beam deeper into the earth for security of the station.
37. Pressure wash and seal exterior brick.
38. Provisions for a 3-foot mow strip around Reservoir No. 4.
39. Prepare Technical Specifications for the above-described work to the station. All work will occur at one time, no separate phasing is part of the design.
40. Install new conduit and conductors to four (4) ground storage reservoirs (110-volt electric, 24VDC control).
41. Replace the four (4) ground storage reservoir level transmitters.
42. Pull existing Oncor transformers, set new foundation and reset.

Part III. FINAL DESIGN

- A. Revise preliminary plans incorporating comments from the City of Plano.
- B. Finalize sections and piping plan.
- C. Prepare Proposal & Bid Schedule for project. Proposal & Bid Schedule will be for major components of the plant and installation, including the following:
 1. Pumps and Motors
 2. Building Improvements
 3. Electrical
 4. Site Work
 5. Valves
 6. Piping
 7. Painting
- D. Finalize specifications and bidding documents.
- E. Complete quantity take-off and prepare opinion of probable construction cost based on final plans.

- F. Prepare final bid documents including bid proposal forms, construction plans, specifications, and contract documents.
- G. Submit with monthly pay requests, a monthly report of progress completed on the project.

Part IV. BIDDING PHASE

- A. Assist the City staff in advertising for bids. This will include e-mailing “Notice to Contractors” to contractors experienced in this type of construction. City will have Notice published in local newspaper.
- B. Sell bidding documents to potential bidders and their suppliers and other parties.
- C. Provide bidding documents to the City.
- D. Conduct a pre-bid conference at City facilities.
- E. Assist during opening of bids and provide bidding tally sheets.
- F. Provide bid tabulation to City and contractors who submitted bids.
- G. Obtain the following information from the lowest bidder:
 - 1. Past work history.
 - 2. Physical resources to produce the projectFormulate opinion from information received and provide the City a recommendation for award of the construction contract.
- H. After award of contract, furnish thirteen sets of prints of the final plans, specifications and contract documents to the City for construction use by the City and contractor.
- I. Submit a CD-ROM disk of the bid set plans in a PDF format to the City.

Part V. CONSTRUCTION PHASE

- A. Conduct pre-construction conference, including preparing an agenda.

- B. Not Applicable.
- C. Attend coordination meetings with contractor, quality control personnel, and City representatives to discuss strategy, problem areas, progress, and any required coordination once a month during nine month onsite construction.
- D. Review shop drawings and other submittal information which the contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
- E. Shop drawings for which no exceptions are taken, two copies will be provided to City's project manager for use during construction.
- F. Provide written responses to requests for information or clarification to City or contractor.

Part VI. ADDITIONAL SERVICES

- A. Survey for Design: Horizontal and vertical location of the existing facilities, including existing site plan, and interior piping.
- B. Prepare Record Drawings: Prepare record drawings based on contractor mark-ups and submit one set of 11" x 17" size black-line set to the Construction Inspector for review. Upon review and approval, submit set of 11" x 17" black-line set and one CD-ROM disk containing scanned images 11" x 17" final "as-built" black-line drawings (with "as-built" stamps bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIFF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIFF 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.

- C. Reproduction of specifications and plans for use during construction and for plans sent to publisher during the bidding phase, and set sent to City's testing laboratory.
- D. Suction Header Investigation: Complete destructive testing on three suction header concrete supports to expose the steel pipe located within the cradle of the concrete support. Visual observation shows corrosion in this area and felt was not present between pipe and concrete support. Metal loss will be determined by testing, if the observation warrants. Repairs or supplemental wood supports will be provided until construction activities commence to complete proper repairs.
- E. Provide electrical on-site observation during the electrical installation. This will consist of random visits during this phase of the work with observer spending 1 to 4-hours on-site per visit. Visits are limited to fifteen (15) visits.
- F. Prepare one field note description and plat for Oncor electrical easement.

Part VII. EXCLUSIONS

Services specifically excluded from this scope include, but are not necessarily limited to the following:

- A. Providing full-time on-site representative.
- B. Environmental impact statements and assessments.
- C. Fees for permits or advertising.
- D. Certification that work is in accordance with plans and specifications.
- E. Environmental cleanup.
- F. Landscape architecture.
- G. Flood plain reclamation plans.
- H. Title searches.

- I. Trench safety designs.
- J. Preliminary engineering report.
- K. Phasing of Contractors work.
- L. On-site safety precautions, programs and responsibility.
- M. Consulting services by others not included in proposal.
- N. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- O. Title searches, boundary surveys, or property surveys.
- P. Roof replacement.
- Q. HVAC Replacement
- R. Asbestos Removal

Part VIII. CITY'S RESPONSIBILITY

- A. The City will provide information regarding objectives and requirements for the Project.
- B. The City will designate a single representative to act in its behalf, with respect to the project, who shall examine documents submitted by the Undersigned and, to the extent allowed by law, shall render decisions pertaining thereto promptly to avoid unreasonable delay in the progress of the Undersigned's services.
- C. All of the City's plat, easement and construction plan files will be made available for use. City will provide copies at no cost.

- D. Access to Stadium Pump Station site. If manhole lids are bolted down the Engineer will contact the City's Utility Operation Department and schedule a time when they can meet with the Engineer and remove the manhole lid.
- E. City's on-site representative's construction reports on a weekly basis.
- F. Asbestos study and removal of asbestos.

EXHIBIT “B”

COMPLETION SCHEDULE STADIUM PUMP STATION

Notice to Proceed	March 5, 2012
Commence Field Surveys	March 8, 2012
Submit Preliminary Plans to City	August 10, 2012
Receive Comments Back from City	September 7, 2012
Complete Final Plans	December 14, 2012
Advertise Project	February 2013
Open Bids	March 2013
Award Contract	April 2013
Notice to Proceed	May 2013
Shop Drawing Process/Order Equipment.....	May 2013 - September 2013
On-Site Construction	October 2013 – May 2014

EXHIBIT "C"

PAYMENT SCHEDULE STADIUM PUMP STATION

Payment for basic services shall be based on a lump sum amount as follows:

1. Preliminary Engineering	\$200,000
2. Final Engineering	\$150,000
3. Bidding Phase Services	\$4,000
4. Construction Administration	<u>\$35,000</u>
Basic Services:	\$389,000

5. Additional Services shall be salary cost times a multiplier of 2.40, expenses times a multiplier of 1.15, onsite electrical observer \$180.00 per hour, and mileage at 0.50¢ per mile.

A. Design Surveys	\$4,500
B. Record Drawing	\$2,000
C. Reproduction	\$1,000
D. Suction Header Investigation	\$6,000
E. Electrical Part-Time On-Site Observer	\$18,000
F. Oncor Easement Prepration	<u>\$3,500</u>
Additional Services:	\$35,000

Maximum Fee Not to Exceed: \$424,000.00

The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services.

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	\$500,000 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

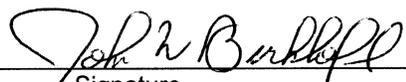
I, the undersigned declare that I am authorized to make this statement on behalf of Birkhoff, Hendricks & Carter, L.L.P. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Birkhoff, Hendricks & Carter, L.L.P. is employed by the City of Plano or is an elected 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.

Birkhoff, Hendricks & Carter, L.L.P.
Name of Consultant

By: 
Signature

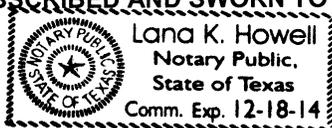
JOHN W BIRKHOFF
Print Name

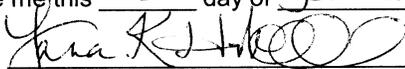
MANAGING PARTNER
Title

2/16/12
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 16th day of February, 2012.




Notary Public, State of Texas