



**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:		03/17/15												
Department:		Engineering												
Department Head:		Jack Carr, P.E.												
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				Project No. 6404.1										
CAPTION														
To approve a Professional Services Agreement by and between the City of Plano and Walter P. Moore & Associates, Inc., in the amount of \$160,330, for Downtown Brick Pavers & Pavement project; 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: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS										
Budget	20,434	1,129,566	0	1,150,000										
Encumbered/Expended Amount	-20,434	-5,265	0	-25,699										
This Item	0	-160,330	0	-160,330										
BALANCE	0	963,971	0	963,971										
FUND(S): STREET IMPROVEMENT CIP														
COMMENTS: Funding is available in the 2014-15 Street Improvement CIP for this item. A professional services agreement for the Downtown Brick Pavers & Pavement project, in the amount of \$160,330, will leave a current year balance of \$963,971 available for future expenditures within the project.														
STRATEGIC PLAN GOAL: Obtaining engineering services to address pavement failures on 15 th Street and Intersections in Downtown Plano relates to the City's goals of Financially Strong City with Service Excellence and Exciting Urban Centers – Destination for Residents and Guests.														
SUMMARY OF ITEM														
This agreement is for engineering services to address pavement failures in the Downtown area at the following locations: along 15 th Street from I Avenue to Municipal Avenue and within three intersections with brick pavers (14 th Street at K Avenue, 15 th Street at K Avenue and 15 th Street at Municipal Avenue). All locations will be rehabilitated while maintaining access to the businesses.														
The contract fee is for \$160,330.00, and is detailed as follows:														
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2">BASIC SERVICES</td> </tr> <tr> <td>Research and Data Collection</td> <td align="right">\$3,740</td> </tr> <tr> <td>Preliminary Design (60%)</td> <td align="right">\$44,010</td> </tr> <tr> <td>Pre-Final Design (90%)</td> <td align="right">\$47,440</td> </tr> <tr> <td>Final Design (100%)</td> <td align="right">\$7,080</td> </tr> </table>					BASIC SERVICES		Research and Data Collection	\$3,740	Preliminary Design (60%)	\$44,010	Pre-Final Design (90%)	\$47,440	Final Design (100%)	\$7,080
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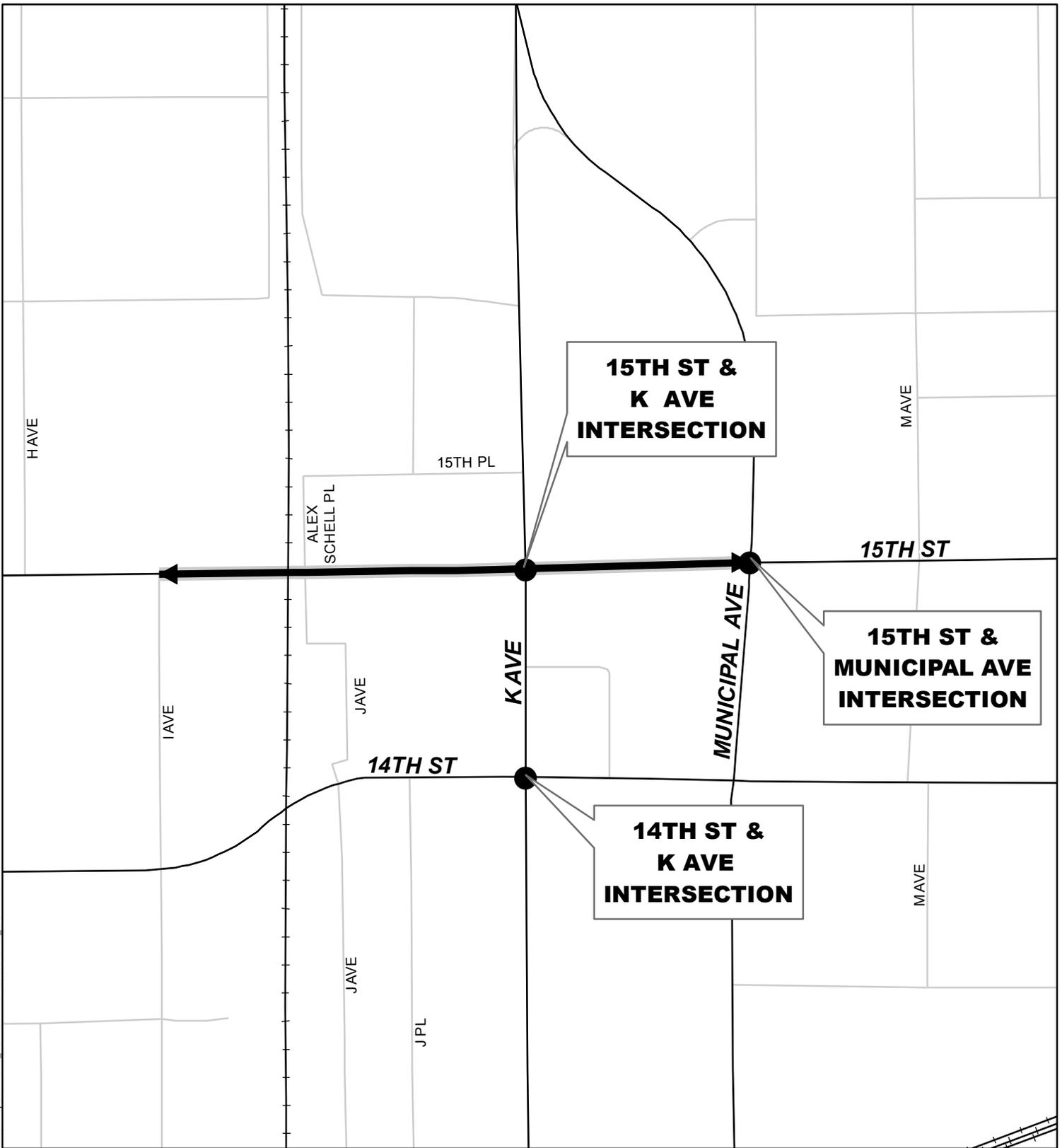


**CITY OF PLANO
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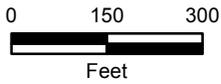
Pre-Construction Public Meeting	\$5,300
Basic Services Total	\$105,570
SPECIAL SERVICES	
Bid Phase Services	\$4,630
Construction Administration	\$26,000
Topographic Survey	\$6,930
Public Involvement	\$12,800
Reimbursables	\$2,400
Special Services Total	\$52,760
TOTAL FEE	\$160,330

<https://maps.google.com/maps?ll=33.0197045,-96.6975912&z=17&output=classic&dg=ntvb>

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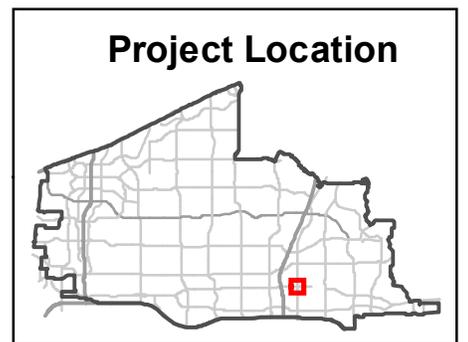


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Downtown Brick Pavers & Pavement Project No. 6404.1

February, 2015
City of Plano GIS Division



DOWNTOWN BRICK PAVERS & PAVEMENT

PROJECT NO. 6404

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 **WALTER P. MOORE & ASSOCIATES, INC.**, a **TEXAS** Corporation, 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 **DOWNTOWN BRICK PAVERS & PAVEMENT** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Engineer desires to render such engineering services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Engineer

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project. Engineer agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of written contract modifications may be authorized from time to time by the City.

III. Schedule of Work

The Engineer agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the reasonable control of Engineer, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Engineer and available in City's files.

VI. Insurance

Engineer agrees to meet all insurance requirements, and to require all consultants who perform work for Engineer to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Engineer agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Engineer shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Engineer's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ENGINEER AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ENGINEER'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ENGINEER'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ENGINEER SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ENGINEER FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ENGINEER SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Engineer covenants and agrees that Engineer is an independent contractor and not an officer, agent, servant or employee of City; that Engineer shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Engineer, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Engineer.

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Engineer agrees that at any time during normal business hours and as often as City may deem necessary, Engineer shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful

representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Engineer. In the event of such termination, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Engineer's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Engineer.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Engineer will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Engineer's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Engineering Department, Suite 250
Attn: Shahrzad Tavana, P.E., Senior Engineer
P.O. Box 860358
Plano, TX 75086-0358

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

Walter P. Moore & Associates, Inc.
Attn: Jeff Frison, P.E., Senior Associate
1845 Woodall Rodgers Freeway, Suite 1650
Dallas, TX 75201

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.

WALTER P. MOORE & ASSOCIATES, INC.
A Texas Corporation

DATE: 2/20/2015

BY: 
Ernest L. Fields, P.E.
PRINCIPAL

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20 day of February, 2015, by **ERNEST L. FIELDS, P.E., PRINCIPAL**, of **WALTER P. MOORE & ASSOCIATES, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Stephanie Breanne Stretch

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

**EXHIBIT A
SCOPE OF SERVICES – PHASE 2**

**Downtown Brick Street Rehabilitation
Project No. 6404**

PROJECT DESCRIPTION

The project includes addressing pavement failures on 15th Street, from I Avenue to Municipal Avenue, and in the three downtown intersections where the City of Plano has brick pavers. The locations are 14th Street and K Avenue, 15th Street and K Avenue, and 15th Street and Municipal Avenue. The 15th Street bricks need to be rehabilitated while maintaining access to the downtown businesses. The 15th Street brick pavement will be rehabilitated using the existing clay bricks. The City is proposing to have the brick pavers in the three intersections replaced with colored concrete with a brick pattern. The project also includes rehabilitation of the brick sidewalk along the south side of 15th Street, located west of Municipal Avenue, in front of the apartment building.

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with local, state and federal regulations, including but not limited to:
 - Plano Standard Construction Details
 - Americans with Disabilities Act and Texas Accessibility Standards
 - NCTCOG Standard Specifications for Public Works Construction
 - Plano Special Provisions to Standard Specifications for Public Works Construction
2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Research and Data Collection –

1. Utilize data collected in Phase 1 of the project. This data includes geotechnical borings performed by Reed Engineering Group.
2. Discussions with brick manufacturers or representatives about replacement bricks. This research will be used in making recommendations to the City and in preparation of specifications. The intent is to re-use the existing bricks along 15th Street but there is an expectation that some bricks will be damaged during removal and cleaning. Additionally, revisions to create accessible on-street parking and an accessible mid-block crossing, and irregular brick shapes and previous cuts will require additional bricks. New replacement bricks will be used in the area west of the DART tracks. The existing bricks in this

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area will be used to replace any damaged or missing bricks east of the DART tracks.

3. Meet with DART to discuss construction restrictions within DART ROW and alternatives for large yellow buttons on the east side of the tracks. Construction within DART ROW will be limited to brick replacement in the street adjacent to the tracks. Alternatives to the large yellow buttons will be presented to the City and considered during the project design.

C. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation (a minimum of two).
3. Tie DART right-of-way lines, buildings, fence lines, trees, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. Oncor, Verizon, Atmos Gas, Etc.). Property and right-of-way lines will not be shown, except for DART right-of-way lines.
4. The following will be shown for all buildings and structures within the proposed survey limits: limits of structure, ground elevation adjacent to those limits, visible roof drain outfalls and finished floor/doorway elevations. The survey limits are shown on the attachment.
5. Vertical topographic information tying pavement, drives, walls, manholes (top), storm drain inlets (top), and other improvements as needed within the project areas for the design. This project does not include details for above or below ground utilities, except top of valve nut survey on water valves.
6. Obtain topographic information including cross-sections of the existing ground features as needed for design. Main project area cross-sections will be collected at generally 50' intervals.
7. Locate all pertinent street features for design including curbs, sidewalks, buildings, street crown, inlets, signals and signs.
8. Provide a drawing of the project site with 1' contours and all located features.
9. Topographic survey access to DART right-of-way shall be coordinated with railroad personnel to maintain railroad requirements for activities along the railroad.

D. Geotechnical Report –

1. Utilize geotechnical data from borings performed along 15th Street during February and September of 2014.

E. Preliminary Design (60%) –

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1. Meet with City to discuss any comments from Phase 1.
2. Prepare preliminary construction plans.
3. Design brick sidewalk improvements, including drainage. Existing sidewalk brick will be removed and reset, and drainage paths to the street incorporated into the project. The sidewalk limits are described in the Project Description and shown in the attached exhibit.
4. Develop brick street pavement section and improvement limits.
5. Design an accessible crossing to replace the mid-block crossing between DART tracks and K Avenue. Protecting the existing trees may require shifting the crossing to the east or west and could eliminate one or two on-street parking spaces.
6. Develop intersection colored concrete section and improvement limits.
7. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric for adjustment of ground based equipment. Underground water and sanitary sewer systems will not be shown in the drawings and are not included in the scope of services. Surface features such as valve covers and manholes will be shown.
8. Document and photograph existing street conditions and identify potential locations of staging and detours.
9. Determine locations for two accessible on-street parking spaces and layout of associated curb ramps.
10. Identify, in coordination with the City, the area that will be replaced with new bricks. This will be either the short segment between K Avenue and Municipal Avenue or between I Avenue and DART tracks.
11. Coordinate with City to identify public parking available near project.
12. Develop conceptual construction phasing and detour narrative.
13. Meet with local contractor(s) experienced in brick street construction and repairs to get input on timing, construction and costs.
14. Prepare schematic concrete repair details for anticipated damage that may be uncovered when street bricks are removed.
15. Prepare preliminary method of cleaning existing bricks for re-use. Removal of thermoplastic pavement markings is expected to be one of the most difficult cleaning tasks before re-using the bricks.
16. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost.
17. Submit drawings and opinion of probable construction cost to City. Submittal will include two half-size and two full-size sets of drawings.
18. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and opinion of probable construction cost.
19. Provide an electronic PDF format half-size set of preliminary plans (11"x17" sheets to scale) to the City for distribution to the franchise utility companies. Utility coordination drawings shall include; cover sheet, survey, plan view of potential paving repairs and construction, typical sections, and utilities and cross-sections (if applicable).

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F. Pre-Final Design (90%) –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Meet with DART to coordinate and discuss comments.
4. Finalize construction plans for proposed improvements.
5. Prepare special technical specifications and special conditions (if any).
6. Prepare concrete repair details for anticipated damage and additional details as required. Details will include brick retention system along phase edge, if applicable.
7. Develop construction phasing and traffic control plans, including detours.
8. Prepare PowerPoint presentation and exhibit boards for public meeting and make presentation. Meeting will be arranged by City. The purpose of the public meeting is to present the Preliminary Design (60%) and receive feedback on traffic control, temporary access to parking, temporary loss of some parking and proposed signage. Meet with City staff prior to public meeting to discuss the presentation.
9. Discuss public comments with City staff and incorporate revisions into Pre-Final Design (90%).
10. Provide necessary Storm Water Pollution Prevention Concept Plans in accordance with the City of Plano requirements.
11. Take off final construction quantities and prepare final opinion of probable construction cost.
12. Submit five sets of pre-final plans (three half-size and two full-size), one set of special technical specifications, draft bid schedule and statement of probable construction cost to the City for review. Submit one set of plans to DART for review.
13. Meet with City of Plano staff to discuss City Comments on Pre-Final plans, specifications and opinion of probable construction cost.

G. Final Design (100%) –

1. Revise pre-final plans and bid documents incorporating comments from the City of Plano.
2. Incorporate standard details into construction plans.
3. Submit five sets of final prints, three bound copies of the bid documents and one unbound original bid document set, and a digital copy of bid documents in Word format to the City and one set of final drawings to DART.
4. Coordinate with DART for approval to construct within DART ROW. Construction within DART ROW will be limited to brick replacement within the street.

H. Pre-Construction Public Meeting

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1. Prepare PowerPoint presentation and exhibit boards for public meeting and make presentation. Meeting will be arranged by City. The purpose of the public meeting is to inform the public about traffic control, temporary access to parking and temporary loss of some parking.
2. This public meeting may be held before or after the start of construction.

SPECIAL SERVICES:

A. Bid Phase Services –

1. Assist the City staff in advertising for bids by providing project description and quantities, as necessary. City will use Bid Sync or other internet bidding service.
2. Assist City staff in conducting a pre-bid conference.
3. Prepare addenda to bid documents as necessary.
4. Assist City staff as required in bid opening.
5. Submit a CD-ROM disk of the bid set plans in a PDF format.
6. Provide bid tabulation to the City of Plano.
7. Evaluate the low bidder. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid opening.
8. Assist City staff in a pre-construction meeting.
9. Furnish thirteen sets of final construction plans and three sets of the contract documents manual to the City for construction.

B. Construction Administration –

1. Provide site visits, as needed, by the design engineer, with a written observation report submitted to the City following each visit. The primary intent of the visits is to review the concrete that is uncovered and define the repairs to be made. The observation report will include the quantity of the repairs for payment. The City construction inspector is responsible for regular site visits. The associated fee estimate is based upon 15 visits, at 6 hours for travel, on-site observation and discussion, and observation report.
2. Provide written responses to requests for information or clarifications.
3. Engineer shall assist the Contractor with obtaining access to DART right-of-way for construction activities.
4. Prepare and process change orders in accordance with City of Plano format.
5. Review concrete mix design, samples, catalog data, shop drawings, laboratory tests, shop mill test of material and test equipment and other submittal information to assure conformity with construction plans and specifications. Provide written responses to submittals.
6. Assist the City staff in conducting the final inspection.

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7. Recommend final acceptance of work when acceptable.
8. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the 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.

C. Accessibility Review –

1. Register construction project with Texas Department of Licensing and Regulation.
2. Plans will be reviewed by a Registered Accessibility Specialist.
3. Coordinate post-construction inspection by Registered Accessibility Specialist.
4. Registration, review and inspection by a Registered Accessibility Specialist are reimbursable expenses.

D. Public Involvement –

1. Join City of Plano project manager in meetings with owners of properties adjacent to construction areas. Prepare summary notes for discussions. This task will be performed by a senior engineer. The associated fee is based upon a maximum of 80 hours.

ADDITIONAL SERVICES

Additional Services to be performed by Engineer, if authorized by the City of Plano, which are not included in the above-described basic services, are described as follows:

- A.** Any property surveying services including preparation of right-of-way documentation;
- B.** Assisting City of Plano with public meetings or hearings to inform residents or business owners (*other than that listed under Basic Services F.8 and H.1, and Special Services D.1*);
- C.** Water and Sanitary Sewer system design, except adjustment of manhole, water valve, sanitary sewer clean-outs and water meter box tops;
- D.** Storm drainage design, other than grading to existing inlets;
- E.** Traffic signal design or modifications;
- F.** Performing title searches and examination of deed records;
- G.** Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications;
- H.** Providing full time site inspection during construction of the project;
- I.** Performing designs for trench safety and retaining walls, etc. which are not included in the above Scope of Services;
- J.** Revisions to plans as result of revisions after completion of original final design (unless to correct error on original plans);
- K.** Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including preparation of engineering data and reports for assistance to the City of Plano;
- L.** Assisting the City of Plano in claims disputes with the Contractor(s);
- M.** Assisting the City of Plano in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Engineer on a fee

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basis negotiated by the respective parties outside of and in addition to this Agreement;

- N.** Attending Council meetings including preparation of all displays, reports, or other data for use at such meetings;
- O.** Preparation of plans and/or specifications related to the relocation of utilities;
- P.** Fees for permits and advertising;
- Q.** Consulting services by others not included in proposal;
- R.** Inspection and testing services during construction;
- S.** Preparation and processing monthly or final construction pay estimates;

02/09/15

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**Plano 15th Street Phase 2
EXHIBIT B**

DESIGN SCHEDULE

Task	Anticipated Duration (weeks)	Projected Week Completed
A. Research/Data Collection/Survey	4	4
B. Preliminary Design (60%) w/ Public Meeting	8	12
C. Pre-Final Design (90%)	12	24
D. Final Design (100%)	4	28

The schedule does not include the pre-construction public information meeting.
The schedule does not include City review time.

City of Plano - Downtown Brick Street Rehabilitation
 EXHIBIT "C" - FEE SCHEDULE

FEE SUMMARY

	Basic Services	Special Services
Research and Data Collection	\$3,740	
Preliminary Design (60%)	\$44,010	
Pre-Final Design (90%)	\$47,440	
Final Design (100%)	\$7,080	
Pre-Construction Public Meeting	\$5,300	
Bid Phase Services		\$4,630
Construction Administration		\$26,000
Topographic Survey		\$6,930
Public Involvement		\$12,800
Reimbursables		\$2,400
TOTAL FEES	\$107,570	\$52,760

GRAND TOTAL FEE \$160,330

Basic Services - Lump Sum fee

Special Services - Estimated hourly fee and expenses, not to exceed total without prior authorization. Includes accessibility registration with TDLR, design review and post-construction inspection.

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 |

AGENCY CUSTOMER ID: _____
LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY USI Southwest		NAMED INSURED Walter P. Moore and Associates, Inc. 1301 McKinney, Suite 1100 Houston TX 77010	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WPM Project No: C04-14005-00

Project name – Downtown Brick Pavers & Pavement
City project number – 6404

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **Walter P. Moore & Associates, Inc.**, a Corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Walter P. Moore & Associates, 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."

B. Equal Rights Compliance

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

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

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

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

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

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

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Walter P. Moore & Associates, Inc.

By:

Signature

Print Name

Title

Date

STATE OF TEXAS

§

COUNTY OF DALLAS

§

§

SUBSCRIBED AND SWORN TO before me this 20 day of February, 2015.

Notary Public, State of Texas

