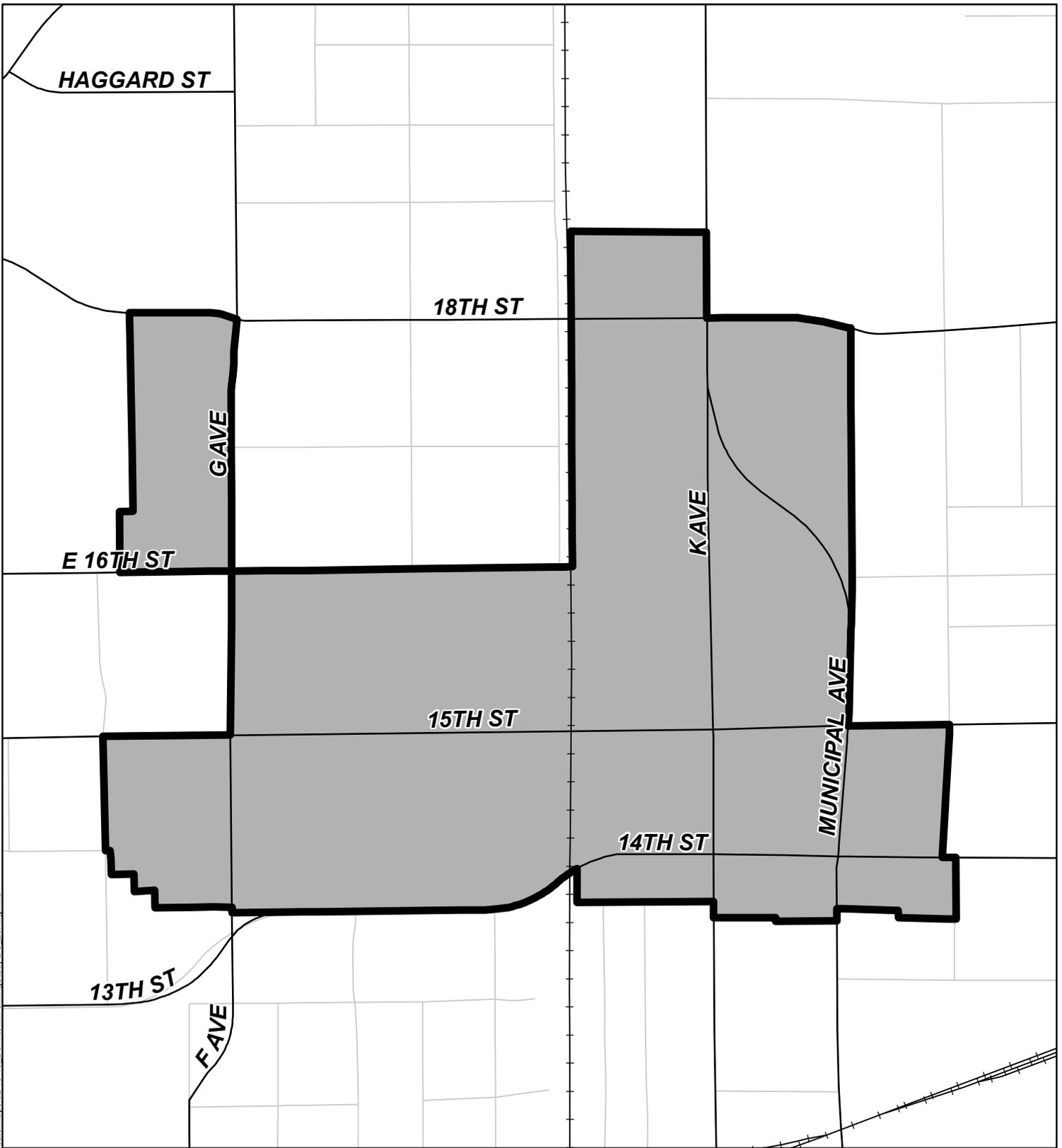


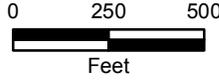


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		03/17/15		
Department:		Engineering		
Department Head		Jack Carr, P.E.		
Agenda Coordinator (include phone #):		Kathleen Schonne X-7198		Project No. 6575
<b>CAPTION</b>				
To approve a Professional Services Agreement by and between the City of Plano and Walker Parking Consultants/Engineers, Inc., in the amount of \$58,300, for the Downtown Plano Parking Study project; and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		0	2,000,000	0
		0	0	0
		0	-58,300	0
		0	1,941,700	0
				<b>2,000,000</b>
				<b>0</b>
				<b>-58,300</b>
				<b>1,941,700</b>
<b>FUND(S): TIF II FUND</b>				
<p><b>COMMENTS:</b> Funding for this item was approved in the Project and Finance Plan for TIF Reinvestment Zone #2. This item, in the amount of \$58,300, will leave a balance of \$1,941,700, available for TIF Reinvestment Zone #2 parking improvement projects.</p> <p><b>STRATEGIC PLAN GOAL:</b> Studying and developing options to address parking in downtown Plano relates to the City's goal of Exciting Urban Centers – Destination for Residents and Guests and Great Neighborhoods – 1<sup>st</sup> Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>Due to the intricacies of this project, Engineering issued a Request for Qualifications for the Downtown Plano Parking Study. Based on the information provided during the selection process, Walker Parking Consultants/Engineers, Inc. was determined to be the best firm for the project.</p> <p>With the approval of this agreement, Walker Parking Consultants/Engineers, Inc. will study parking in Downtown Plano. They will evaluate current demand and capacity and, working with the Downtown stakeholders, will review our current policies and practices and will develop strategies to meet our current and future demands. The agreement is in the lump sum amount of \$58,300, funded by TIF II.</p> <p><a href="https://maps.google.com/maps?q=K+Avenue,+Plano,+TX&amp;hl=en&amp;ll=33.020993,-96.69864&amp;spn=0.003967,0.006979&amp;sll=33.057882,-96.640205&amp;sspn=0.253792,0.446663&amp;oq=K+Ave&amp;hnear=K+Ave,+Plano,+Texas&amp;t=m&amp;z=18">https://maps.google.com/maps?q=K+Avenue,+Plano,+TX&amp;hl=en&amp;ll=33.020993,-96.69864&amp;spn=0.003967,0.006979&amp;sll=33.057882,-96.640205&amp;sspn=0.253792,0.446663&amp;oq=K+Ave&amp;hnear=K+Ave,+Plano,+Texas&amp;t=m&amp;z=18</a></p>				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Location Map; Professional Services Agreement			N/A	

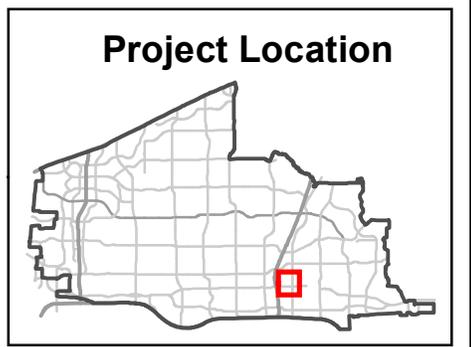


sharif 3/9/2015 C:\Analyst\Projects\Engineering\Council\Legend\Locator\Maps\02-10-15\_DowntownParkingStudy\BG\_zoning.mxd



# Downtown Plano Parking Study

March, 2015  
City of Plano GIS Division



## **DOWNTOWN PLANO PARKING STUDY**

**PROJECT NO. 6575**

### **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 **WALKER PARKING CONSULTANTS/ENGINEERS, INC.**, a **MICHIGAN** Corporation licensed to do business in the State of Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

#### **WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to prepare details and perform other related engineering services in connection with the Downtown Plano Parking Study 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, BUT ONLY TO THE EXTENT CAUSED 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 AND DEFEND OBLIGATIONS 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 COVERED BY THE PARAGRAPH ABOVE. THE 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: Lloyd Neal, P.E.  
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:

Walker Parking Consultants/Engineers, Inc.  
Attn: Kenneth (Casey) Wagner, P.E.  
2525 Bay Area Boulevard, Suite 400  
Houston, Texas 77058

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.

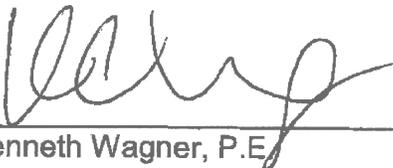
**G. Authority to Sign:**

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.

**WALKER PARKING  
CONSULTANTS/ENGINEERS, INC.**  
A **MICHIGAN** Corporation licensed to do  
business in the State of Texas

DATE: 2.25.15

BY:   
Kenneth Wagner, P.E.  
SENIOR VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

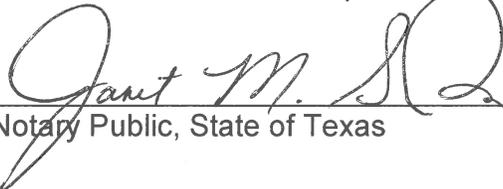
**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF HARRIS   §

This instrument was acknowledged before me on the 25 day of February, 2015, by **KENNETH WAGNER, P.E., SENIOR VICE PRESIDENT**, of **WALKER PARKING CONSULTANTS/ENGINEERS, INC.**, a **MICHIGAN** corporation licensed to do business in the State of Texas, on behalf of said corporation.

  
\_\_\_\_\_  
Notary Public, State of Texas



STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 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

This project will evaluate and provide recommendations on the immediate and long term public parking needs in the downtown business area; review parking policies and practices; investigate surface-lot and parking garage expansion opportunities; identify valet and special event parking needs, and explore public / private partnership opportunities.

#### ***Task I - Supply/Demand Study***

1. Meet with the City of Plano representatives to finalize project parameters, review project background and obtain previous reports, area maps, and other background information.
2. Obtain and review land use data within the study area (up to 40 blocks), provided in terms of square footage by land-use type (i.e. retail, restaurant, hotel, office, etc.)
3. Conduct parking inventories of all on- and off-street parking within the study area. Inventories will include space counts, rates, and restrictions (public, private, time restricted, unrestricted, garage, surface, etc.).
4. Conduct parking occupancy counts of all parking in the study area on a weekday.
5. Conduct up to three separate stakeholder sessions. Several meetings may take place in a stakeholder session.
6. Create a parking demand model using Walker Parking Consultant's shared parking model to project typical parking demand throughout a weekday. (by time of day and day of the week)
7. Assess the impact of public employee and merchant employee parking demand vs. customer demand.
8. Calibrate the demand model to reflect observed conditions, thus calculating parking demand ratios for the land uses present.
9. Determine the surplus or shortfall within the area under current conditions, and create tabular and graphic illustrations of the parking system adequacy.
10. Determine special event parking demand, as well as the public parking not accessible during special events. (City to provide list of special events with attendance figures)
11. Obtain build-out plans from the City of Plano representatives and adjust the demand model to show future parking demand generated by approved and/or proposed developments in the area. Forecast year 2025 parking demand based on probably land developments/use and estimated non-motorized activity.

## ***Task II - Alternatives Analysis***

1. Review inventory, utilization and turnover data collected in Task I.
2. If data suggests imbalances of usage, recommend management and policy changes that could reduce congestion in affected areas.
3. Review existing vehicular and pedestrian access and circulation patterns for their relationship to existing and proposed parking facilities/lots.
4. Determine whether the number of spaces could be increased through restriping and efficiency improvements in existing facilities/lots.
5. Determine whether any existing facilities/lots can be expanded to meet area parking needs.
6. Identify potential locations for new parking facilities (surface and/or structured). External variables that will be considered are desirable density, phasing of construction, and incorporation of other uses (such as retail) in any proposed facility.
7. Determine an order of magnitude project cost including estimated operational expenses to enable a comparison of the costs of each alternative on an "apples to apples" basis.
8. Evaluate the various alternatives on the basis of qualitative criteria to be mutually agreed upon with the City of Plano. A weighted matrix will be used to achieve more objectivity and to rank the alternatives.
9. Meet with the client via teleconference to discuss the conceptual designs and present the matrix analysis to agree upon weighting and other considerations.
10. Develop a recommended plan for improvements, including phasing of components corresponding to projected needs.

### ***Task III - Review of Parking Policies and Practices***

1. Identify for the City of Plano's consideration, other customer-service enhancements that do not exist in the City of Plano. Obtain and review city parking policies, practices, and ordinances relating to parking.
2. Identify and gather parking policies, practices, and the parking element of zoning ordinances of up to six other cities for purposes of benchmarking.
3. If the City has a parking division, review the City of Plano's organizational structure and the staffing associated with its parking assets (if applicable). Recommend changes.
4. Review and comment on parking rates, time restrictions or lack thereof, and enforcement hours.
5. Review existing parking equipment and recommend upgrades where necessary.
6. Draft a policy statement regarding the relationship between on- and off-street parking.
7. Recommend modifications to the parking element of the City's zoning ordinance that align with its comprehensive plan and parking plan.
8. Review and comment on existing parking signage and identify opportunities for improvement.
9. Identify for the City of Plano's consideration, other customer-service enhancements that do not exist in the City of Plano.

### ***Task IV - Financial Plan***

1. Meet with the City of Plano representatives to determine study objectives, boundaries, procedures and project schedule.
2. Using Walker's database of operating expenses (collected periodically from more than 200 parking facilities), project annual operating expenses for a five-year period, including but not limited to:
  - a. direct labor (cashiering, supervision, accounting, maintenance, and security) and fringe benefits;
  - b. utilities;
  - c. supplies;
  - d. daily maintenance (contracts and equipment); and
  - e. Structural maintenance (a sinking fund for periodic major expenses).
3. Using our past experience, project construction costs, contingency costs, consulting fees, financing costs, Walker will project the initial cost of additional parking. The City of Plano will be asked to assist in providing interest rate and term of loan inputs.
4. Calculate the average annual debt service for the City of Plano system.
5. Research comparable market parking rates and recommend a rate structure for all the City of Plano-owned parking.
6. Based on the findings of Task I and the recommended rate structure, project the annual net operating income for parking considering a 10- and 20-year period.

## ***Task V - Pedestrian Safety***

1. Meet with the City of Plano to develop an understanding of the current pedestrian circulation patterns and any possible modifications.
2. Identify alternatives regarding access, signage, protective barriers, and striping that would improve pedestrian safety.
3. Identify walking and biking mobility barriers and provide suggestions for improved access and safety.
4. Develop and assess parking management strategies for current year and year 2025 horizon, including:
  - a. Limited duration parking
  - b. Downtown traffic circulation patterns
  - c. Paid parking
  - d. Valet parking
  - e. Special event parking
  - f. Remote parking
  - g. Signage and pavement markings
  - h. DART parking
  - i. Handicapped parking
  - j. Fee-in-Lieu parking
  - k. Public/Private partnerships
5. Review alternatives with the City of Plano.
6. Modify the alternatives based on the comments received, as necessary.

**EXHIBIT "B"**  
**SCHEDULE OF WORK**

Walker will provide draft and final reports within an eleven-week run time.

**EXHIBIT "C"**

**COMPENSATION AND METHOD OF PAYMENT**

Walker will perform the work described herein on a lump sum basis in accordance with our agreement. The lump sum fee for all tasks is \$58,300.00 and includes any expenses.

Task I	Parking Supply/Demand Analysis	\$ 19,100
Task II	Alternatives Analysis	\$ 10,300
Task III	Review of Parking Policies and Practices	\$ 8,100
Task IV	Financial Plan	\$ 13,800
Task V	Pedestrian Safety	\$ 7,000

Payment is due upon receipt of invoice. If for any reason the CLIENT does not deliver payment to WALKER within thirty (30) days of date of invoice, WALKER may, at its option, suspend or withhold services. The CLIENT agrees to pay WALKER a monthly late charge of one and one half percent (1 1/2%) per month of any unpaid balance of the invoice.

**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.)

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



## EXHIBIT "E"

### AFFIDAVIT OF NO PROHIBITED INTEREST 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 Walker Parking Consultants/Engineers, Inc., a Corporation organized under the laws of the State of Michigan, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Walker Parking Consultants/Engineers, 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.

By: Walker Parking Consultants/Engineers, Inc.  
*[Signature]*  
Signature  
Kenneth Wagner, P.E.  
Print Name  
Senior Vice President  
Title  
2/25/2015  
Date

STATE OF TEXAS       §  
                                     §  
COUNTY OF HARRIS   §

SUBSCRIBED AND SWORN TO before me this 25 day of February, 2015.

*[Signature]*  
Notary Public, State of Texas

