



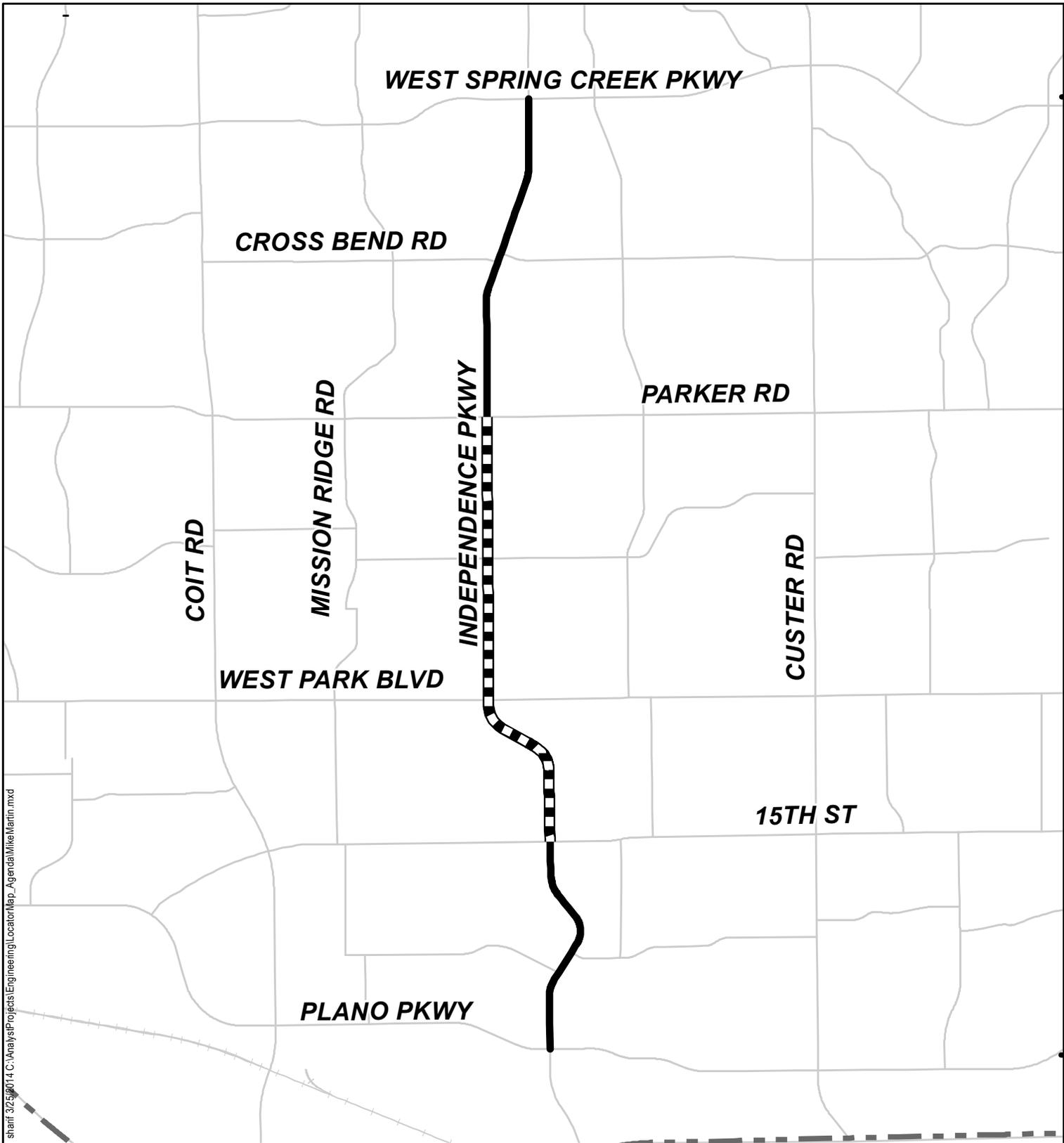
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		04/14/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 6359</b>
<b>CAPTION</b>				
To approve an Engineering Services Agreement by and between the City of Plano and ARS Engineers, Inc., in the amount of \$154,500, for the design services associated with the rehabilitation of Independence Parkway Pavement Repairs & Asphalt Overlay; Project No. 6359; and authorizing the City Manager to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: <b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	1,146,385	5,363,615	3,500,000	<b>10,010,000</b>
Encumbered/Expended Amount	-1,146,385	-2,784,936	0	<b>-3,931,321</b>
This Item	0	-154,500	0	<b>-154,500</b>
BALANCE	0	2,424,179	3,500,000	<b>5,924,179</b>
<b>FUND(S): CAPITAL RESERVE CIP</b>				
<p><b>COMMENTS:</b> Funds are budgeted in the 2013-14 Capital Reserve CIP. This item, in the amount of \$154,500 will leave a balance of \$2,424,179 for projects relating to concrete repairs on arterial streets in Plano.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining engineering services for the rehabilitation of a major thoroughfare relates to the City's Goals of Great Neighborhoods – 1<sup>st</sup> Choice to Live and Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This agreement is for engineering design services for Independence Parkway Pavement Repairs &amp; Asphalt Overlay project, for the rehabilitation of approximately 3.5 miles on Independence Parkway between Plano Parkway and Spring Creek Parkway. The consultant will conduct paving assessments on Independence Parkway to locate areas where sections of concrete pavement needs to be removed and replaced. Once those locations are determined the consultant will provide details for pavement replacement and prepare plans and specifications for bidding.</p> <p>The section of Independence Parkway between 15th Street and Parker Road, which is approximately 1.5 miles, will also have an ultra-thin asphalt overlay. The consultant will evaluate overlay options and provide the specifications for bidding. The overlay will extend the life and will preserve the ride-ability of this section of Independence Parkway.</p> <p>The contract fee is for \$154,500 and is detailed in the following table:</p>				

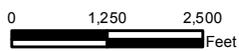
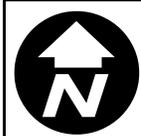


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>ASSESSMENT &amp; DESIGN PHASE</b>	\$ 49,000
<b>BIDDING PHASE</b>	\$ 4,000
<b>CONSTRUCTION PHASE</b>	\$ 93,000
<b>SPECIAL SERVICES &amp; REIMBURSABLES</b>	\$ 8,500
<b>Total Not to Exceed Fee</b>	<b>\$154,500</b>
<p>Park and Independence north and south  <a href="https://maps.google.com/maps?q=north+and+south+of+park+%26+Independence+Parkway+plano+tx&amp;hl=en&amp;ll=33.022626,-96.74509&amp;spn=0.055557,0.080681&amp;sll=33.026642,-96.753407&amp;sspn=0.006944,0.010085&amp;t=h&amp;hnear=W+Park+Blvd+%26+Independence+Pkwy,+Plano,+Texas+75075&amp;z=13">https://maps.google.com/maps?q=north+and+south+of+park+%26+Independence+Parkway+plano+tx&amp;hl=en&amp;ll=33.022626,-96.74509&amp;spn=0.055557,0.080681&amp;sll=33.026642,-96.753407&amp;sspn=0.006944,0.010085&amp;t=h&amp;hnear=W+Park+Blvd+%26+Independence+Pkwy,+Plano,+Texas+75075&amp;z=13</a></p>	
List of Supporting Documents: Location Map; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A

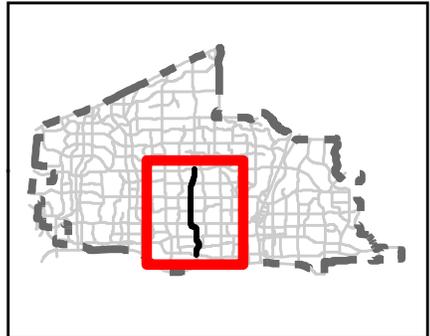


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**Independence Parkway  
Pavement Repairs &  
Asphalt Overlay;  
Project No. 6359**

-  Pavement Repairs & Asphalt Overlay
-  Asphalt Overlay



# **INDEPENDENCE PARKWAY PAVEMENT REPAIRS & ASPHALT OVERLAY**

**PROJECT NO. 6359**

## **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 **ARS ENGINEERS, 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 **INDEPENDENCE PARKWAY PAVEMENT REPAIRS & ASPHALT OVERLAY** 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  
Engineering Department  
Attn: Michael A. Martin, 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:

ARS Engineers, Inc.  
Attn: Jerome "Jerry" V. Murawski, Jr.  
12801 N. Central Expy., Ste. 1250  
Dallas, TX 75243

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.

**ARS ENGINEERS, INC.**

A Texas Corporation

DATE: March 24, 2014

BY: Ayub R. Sandhu  
Ayub R. Sandhu  
PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

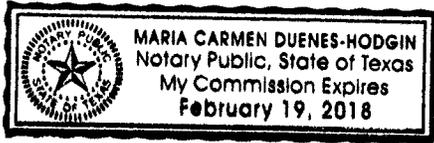
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF DALLAS   §**

This instrument was acknowledged before me on the 24th day of March, 2014, by **AYUB R. SANDHU, PRESIDENT** of **ARS ENGINEERS, INC.**, a **TEXAS** corporation, on behalf of said corporation.



*Maria Carmen Duenes-Hodgin*  
\_\_\_\_\_  
Maria Carmen Duenes-Hodgin  
Notary Public, State of Texas

**STATE OF TEXAS       §**  
**§**  
**COUNTY OF COLLIN   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014, 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**  
**INDEPENDENCE PARKWAY REHABILITATION**  
**SCOPE OF SERVICES**

**ASSESSMENT & DESIGN PHASE**

- 1) Project Initiation - ARS Engineers, Inc. (ARS) will meet with City Staff to:
  - a) Get clear and complete identification of the City's scope and expectations for the project. Based on a preliminary meeting with City Staff, the rehabilitation is to focus on the following:
    - i) replacing deteriorated and distressed concrete infrastructure, including street pavement, curbs, sidewalks, alley approaches, driveway approaches, and inlets within the street right-of-way between Plano Parkway and Spring Creek Parkway.
    - ii) after rehabilitating the concrete infrastructure, resurfacing with ultra-thin asphalted hot mix (Novachip) between 15<sup>th</sup> Street and Parker Road.
  - b) Be apprised of the City's procedures and processes for bidding and construction.
  - c) Obtain details and specifications that the City has established relative to barrier free ramps, concrete removal and replacement, notification to adjacent properties, manhole and valve boxes.
- 2) Data Collection and Research - ARS will:
  - a) Research available construction documents (record plans and specifications) for Independence Parkway to determine critical elements that might affect the street rehabilitation.
  - b) Investigate strategies to replace ultra-thin asphalted hot mix as may be required for future utility cuts and pavement repairs.
  - c) Review the Americans with Disabilities Act (Federal ADA) and Elimination of Architectural Barriers Law (Texas Government Code, Chapter 469), any proposed amendments, and applicable City of Plano standard details. Then make recommendations to the City on any potential changes to the City standards that would be appropriate to ensure continuing compliance with Federal and State laws.
  - d) Evaluation comparing the use of raised pavement markings and thermoplastic pavement markings on the ultra-thin asphalted hot mix.
- 3) ARS will conduct an "on-the-ground" pavement assessment to locate and inventory the deficiencies. This involves identifying the location, size and type of each deficiency including:
  - a) street pavement
  - b) driveway and alley approaches
  - c) curbs
  - d) inlets
  - e) sidewalks
  - f) curb ramps
  - g) hardscape, pavers, and medians as determined appropriate by the City.
- 4) ARS will develop the rehabilitation contract documents for City Staff review that includes the following:

- a) The location of each deficiency, the rehabilitation/repair required, and quantity for bidding and payment,
  - b) New sidewalks along schools where none presently exist,
  - c) Handicap accessibility improvements required,
  - d) Replacement pavement markings,
  - e) Traffic control requirements (lane closure restrictions, message board, barricades, etc.)
  - f) Typical details that identify the limits of the deficient pavement to be removed and replaced.
  - g) Typical details for the segment of the street to be resurfaced with the ultra-thin asphalted hot mix, which would include a detail to mill the concrete next to the curbs prior to resurfacing,
  - h) Details for conduit and poles that will accommodate pedestrian pushbuttons at signalized intersections. The pedestrian pushbuttons and associated appurtenances will be installed by the City.
  - i) Specifications for concrete, reinforcing, sealant, manhole ring extension, valve box extensions, pavement markings, and other relevant materials,
  - j) Estimate of probable cost.
- 5) ARS staff will incorporate City Staff review comments into the final construction documents, update the estimate of probable cost, and submit to City Staff for approval and authorization to proceed with the advertisement of bids. The construction documents will consist of 11"x17" plan sheets showing the locations and limits of concrete (street pavement, sidewalk, curb, inlet) repairs, ultra-thin asphalted hot mix resurfacing, new sidewalks, handicap accessible ramps, pavement markings, construction details, specifications and bid items.

**BIDDING PHASE SERVICES**

- 1) ARS will compile and bind 30 copies of the project documents for bidding.
- 2) ARS will assist the City in the bid advertisement.
- 3) ARS will assist the City in the opening and tabulation of the bids received.
- 4) ARS will review the bids, check the experiences and capabilities of the low bidder, and make recommendation to award the contract to the lowest responsible bidder.

**CONSTRUCTION PHASE SERVICES**

- 1) During the concrete rehabilitation and milling activities,
  - a. City Staff will:
    - i. inspect the work being performed,
    - ii. measure quantities for payment.
    - iii. keep daily logs of the contractor's activities,
    - iv. ensure the contractor's compliance with traffic control plans.
  - b. During the concrete activities ARS will only make site visits when requested by the City to:
    - i. respond to questions and issues that might arise,
    - ii. determine if the work is proceeding in accordance with the contract documents.

- 2) During the resurfacing activity ARS will
  - i. inspect the work being performed,
  - ii. measure quantities for payment.
  - iii. keep daily logs of the contractor's activities,
  - iv. ensure the contractor's compliance with traffic control plans,
- 3) ARS will review submittals, samples and test results to make sure that the materials are in general conformance with the contract documents.
- 4) ARS will consult with the City and contractor to address concerns and issues that arise during construction.
- 5) ARS will assist the City in compiling and reviewing monthly and final estimates for payment to the contractor.
- 6) ARS will conduct with the City a final inspection of the project and make recommendation for acceptance and final payment.

**SPECIAL SERVICES & REIMBURSABLES**

- 1) ARS will provide up to 4 days of surveying as may be required to locate right-of-way to accommodate new sidewalks adjacent to the schools and handicap accessible ramps.
- 2) ARS will provide up to 30 bound copies of the project documents for bidding and execution.

**Notes:**

- City Staff will provide all public notifications throughout the project.
- Materials testing and Texas Department of Licensing and Regulation review and inspection are not included in the Scope of Services and will be provided by the City.
- Per City Staff, in-pavement detectors associated with cameras for Red Light Enforcement are excluded in the street rehabilitation scope of work. Any repair or replacement of the detectors is the responsibility of the City vendor that owns, operates, and maintains the Red Light Enforcement equipment.

**EXHIBIT B**  
**INDEPENDENCE PARKWAY REHABILITATION**  
**SCHEDULE**

<b>ASSESSMENT &amp; DESIGN PHASE</b>	<b>60 CALENDAR DAYS</b>
1) Project Initiation	
2) Data Collection	
3) On-the-ground pavement assessment	
4) Develop the rehabilitation plan	
5) Preparation of final construction documents and cost estimate	
<b>BIDDING PHASE (DEPENDENT ON CITY'S BIDDING SCHEDULE)</b>	<b>45 CALENDAR DAYS</b> <b>(ESTIMATED)</b>
<b>CONSTRUCTION PHASE (DEPENDENT ON FINAL BID QUANTITIES)</b>	<b>240 CALENDAR DAYS</b> <b>(ESTIMATED)</b>

**EXHIBIT C  
INDEPENDENCE PARKWAY REHABILITATION  
FEE**

<b>ASSESSMENT &amp; DESIGN PHASE</b>	Lump Sum	\$49,000
<b>BIDDING PHASE</b>	Lump Sum	\$4,000
<b>CONSTRUCTION PHASE</b>	Hourly Rate Not to Exceed	\$ 93,000
<b>SPECIAL SERVICES &amp; REIMBURSABLES</b>	Not to Exceed	\$ 8,500
<b>Total Not to Exceed Fee</b>		<b>\$154,500</b>

**HOURLY RATES**

<b>PRINCIPAL</b>	<b>\$250</b>
<b>PROJECT MANAGER</b>	<b>\$150</b>
<b>DESIGN ENGINEER</b>	<b>\$105</b>
<b>CADD TECHNICIAN</b>	<b>\$100</b>
<b>ADMINISTRATIVE STAFF</b>	<b>\$ 75</b>
<b>SPECIAL SERVICES &amp; REIMBURSABLES AT COST</b>	

**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







# CERTIFICATE OF LIABILITY INSURANCE

ARSE-01

OP ID: BH

DATE (MM/DD/YYYY)

03/24/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

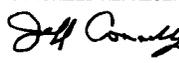
<b>PRODUCER</b> <b>ACEC/MARSH</b> 701 Market St., Ste. 1100 St. Louis, MO 63101 Kevin P. Woolley		Phone: 800-338-1391 Fax: 888-621-3173	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>E-MAIL ADDRESS:</b> _____ <b>FAX (A/C, No):</b> _____
<b>INSURED</b> <b>A.R.S. Engineers, Inc.</b> Att: Carmen Hodgkin 12801 N. Central Exp, Ste. 1250 Dallas, TX 75243		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Hartford Accident & Indemnity	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY			84SBWLX6274	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> SEVERABILITY INT						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> CROSS LIABILITY			CONTRACTUAL LIAB			GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:			PROFESSIONAL LIAB EXCL			PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY			84UEGRF4831	11/01/2013	11/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB			84XHGX8328	11/01/2013	11/01/2014	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input type="checkbox"/> CLAIMS-MADE					\$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			84WBGFI9237	11/01/2013	11/01/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 Re: Security Fencing Replacement At Water Facility Sites, Project No. 6408 - City of Plano, including its elected and appointed officials, agents, volunteers and employees are included as additional insured for above coverages except WC as required by written contract. Coverage is primary and noncontributory as respects the City, its elected and appointed officials,

<b>CERTIFICATE HOLDER</b>  City of Plano P.O. Box 860358 Plano, TX 75086-0358	<b>CITY OF</b>	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**NOTEPAD:**

HOLDER CODE CITYOF  
INSURED'S NAME A.R.S. Engineers, Inc.

ARSE-01  
OP ID: BH

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DATE 03/24/14

agents and employees. Waiver of subrogation is included in favor of additional insured.

30 days notice of cancellation will be given to the certificate holder per policy endorsement.

**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of ARS Engineers, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of ARS 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."

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.

ARS Engineers, Inc.  
Name of Consultant

By: *Ayub R. Sandhu*  
Signature

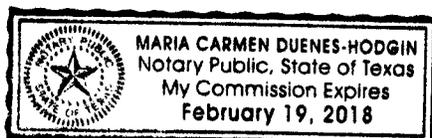
Ayub R. Sandhu  
Print Name

President  
Title

March 24, 2014  
Date

STATE OF TEXAS           § TEXAS  
  §  
COUNTY OF DALLAS     § DALLAS

SUBSCRIBED AND SWORN TO before me this 24th day of March, 2014.



*Maria Carmen Duenes-Hodgin*  
Notary Public, State of Texas