



**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:		04/25/16		
Department:		Engineering		
Department Head:		B. Caleb Thornhill, P.E.		
Agenda Coordinator (include phone #): <b>Kathleen Schonne (7198)</b>				<b>Project No. 6335</b>
<b>CAPTION</b>				
To approve a Professional Services Agreement by and between the City of Plano and VRX, INC., in the amount of \$58,542, for Bridge Repairs – Part II; 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>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	300,000	2,700,000	<b>3,000,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-58,542	0	<b>-58,542</b>
BALANCE	0	241,458	2,700,000	<b>2,941,458</b>
<b>FUND(S): STREET IMPROVEMENTS CIP</b>				
<p><b>COMMENTS:</b> Funds are available in the 2015-16 Street Improvements CIP for this item. Professional engineering design services for the Bridge Repairs – Part II project, in the amount of \$58,542, will leave a current year balance of \$241,458 available for future project expenditures or other street improvements.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining engineering services for street improvement projects relates to the City's Goal of a Financially Strong City with Service Excellence.</p>				
<b>SUMMARY OF ITEM</b>				
See Recommendation Memorandum.				
List of Supporting Documents: Recommendation Memorandum; Professional Services Agreement			Other Departments, Boards, Commissions or Agencies N/A	



# Memorandum

**TO:** Bruce D. Glasscock, City Manager

**FROM:** B. Caleb Thornhill, P.E., Director of Engineering

**DATE:** March 24, 2016

**SUBJECT:** Professional Services Agreement – Bridge Repairs – Part II

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This agenda item is for the approval of a contract with VRX, Inc., in the amount of \$58,541.72 for the analysis of TxDOT data resulting from inspection of all bridges and large culverts located on city-maintain streets.

Every two years TxDOT inspects all bridges and large culverts in all cities across Texas. The results of the inspection is provided to the cities to prioritize and take appropriate action. The volume of information is extensive; therefore, the Engineering Department recommends entering into an agreement with a consulting firm for the analysis of TxDOT reports and prioritization of the maintenance and repair.

After the recommendations are provided to the city by VRX, their engineering services contract will be amended to develop the plans and technical specifications necessary for contractors to bid on the required work.

The fee for the VRX contract is detailed as follows:

Investigation	\$58,386.72
Direct expenses	<u>\$155.00</u>
Total Basic Fee	\$58,541.72

VRX was selected through a qualifications-based selection process based on statements of qualifications submitted to the City of Plano in response to Bid No. 2016-0086-X. The staff evaluation team interviewed the three highest ranked engineering consultants on January 7, 2016 and VRX ranked the highest. VRX presented a very thorough understanding and detailed approach to the project, is highly recommended by TxDOT and has excellent experience in this area.

**BRIDGE REPAIRS – PART II**

**PROJECT NO. 6335**

**ENGINEERING  
PROFESSIONAL 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 **VRX, 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 **BRIDGE REPAIRS – PART II** project located in the City of Plano, Collin County and Denton 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.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional

license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

### **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 SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND**

**ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.**

**IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.**

### **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: Husain Hamza, PE  
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:

VRX, Inc.  
Attn: Kal Eideh, Office Manager  
2500 N. Dallas Parkway, Suite 450  
Plano, TX 75093

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 and Denton 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.

**VRX, INC.**  
A Texas Corporation

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

BY: \_\_\_\_\_  
Noelle Ibrahim  
OWNER

**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 COLLIN       §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, by **NOELLE IBRAHIM, Owner**, of **VRX, INC.**, a Texas Corporation, 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 \_\_\_\_\_, 2016, by **BRUCE D. GLASSCOCK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**BRIDGE REPAIR –PART II**  
**PROJECT NO. 6335**  
**CIP NO. 37821**

**PROJECT DESCRIPTION:**

Review TxDOT BRINSAP (bridge and culvert inspection) reports, perform supplemental inspections for structure condition ratings less than or equal to 6, and prepare executive summaries prioritizing bridge and culvert maintenance and repair recommendations. Develop plans, special technical specifications, and estimate of probable construction costs for bridge and culvert repair projects. The structural design will be for the repair of various structural and approach elements.

**BASIC SERVICES:**

A. Design Standards (to be provided by the City)

1. This project shall be designed in accordance with the following, when applicable:

Erosion & Sediment Control Manual

Thorough Fare Standards Rules & Regulations

Standard Construction Details

Barrier Free Ramp Details

NCTCOG Standard Specifications for Public Works Construction

Special Provisions to Standard Specifications for Public Works Construction

Sample plan set

TxDOT Bridge Design Manual

TxDOT Roadway Design Manual

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

B. Investigation

1. Meet with City of Plano engineering staff and obtain existing BRINSAP and PONTEX reports, existing bridge and utility plans, sample of past bridge repair plans and bid tabulations, design criteria, and other necessary information required for the bridge maintenance program.
2. Meet with the City project manager to conduct an onsite, supplemental inspection. Supplemental inspections shall document existing conditions with photographs, approximate repair quantities, and field notes.

3. Build database to document bridge location, condition ratings, recommended repairs, and maintenance goals.
4. Prepare executive summary prioritizing bridge repair recommendations based on BRINSAP reports and supplemental inspections. Supplemental inspection photos will be included.
5. Submit two (2) sets of executive summary with inspection photos to City for review.
6. Meet with City project manager to review priorities.

#### C. Preliminary Design

1. Consider existing utilities and drainage conditions in design.
2. Standardized details will be used as much as possible.
3. Prepare preliminary estimate of probable construction costs for maintenance, repair, and replacement recommendations.
4. Prepare preliminary construction plans for each bridge location including the following sheets:
  - a) Generic schematic layout
  - b) Quantity sheet
  - c) Repair locations
  - d) Standard repair details
5. Submit five (5) sets of estimate of probable construction costs and preliminary construction plans (11" x 17") to City for review.
6. Meet with City of Plano to discuss and incorporate review comments on preliminary report, estimate of probable construction costs, and preliminary construction plans.

#### D. Final Design

1. Address comments from the Preliminary Design review submittal.
2. Prepare final construction plans and final estimate of probable construction costs. The following sheets shall be included in the final construction plans:
  - a) Cover Sheet
  - b) General Notes
  - c) SWPPP sheets meeting TCEQ and City of Plano requirements, if needed.
  - d) For each bridge location:
    1. Generic schematic layout (Not to Scale)
    2. Quantity sheet
    3. Repair locations
    4. Standard repair details
    5. Generic traffic control sheets
3. Prepare any special technical specifications, if needed.
4. Submit five (5) sets of final estimate of probable construction costs and final construction plans (11" x 17") to City for review.

5. Meet with City of Plano to discuss and incorporate review comments on final estimate of probable construction costs and final construction plans.
- E. Utility coordination (if required)
1. The City will provide any pertinent utility plans.
  2. As part of the Preliminary Design review submittal, distribute the preliminary plans, proposed schedule for bidding, and start of construction to local franchise and municipal utility companies to obtain information regarding impacts to their facilities.
  3. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute one copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.
- F. Bid Phase Services
1. Submit three full size sets (22" x 34") of final blue line prints, three bound copies of the bid documents, and one unbound original bid document to the City of Plano.
  2. Provide a schedule of bid items. Furnish plans and bid documents for bidding. The City will prepare the bid documents and advertise the project. Cost for these to be recouped by non-refundable deposit from contractors.
  3. Furnish 11" x 17" plans and bid documents for up to five (5) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
  4. Assist City staff in conducting a pre-bid conference, if required.
  5. Prepare responses and distribute addenda to bid document, as necessary.
  6. Submit a CD-ROM disk of the bid set plans in a PDF format.
  7. Provide a bid tabulation within 4 working days of the bid opening.
  8. Evaluate the low and second to low bidders. Prepare a letter of recommendation to the City within 7 working days of the bid opening.
  9. Assist City staff in a pre-construction conference.
  10. Furnish eleven (11) full size (22" x 34") and seven (7) half size (11" x 17") sets of final construction plans and three (3) sets of the contract documents manual to the City for construction.
- G. Construction Administration
1. Provide written responses to requests for information (RFI's) or clarifications.
  2. Provide monthly site visits during construction, if requested.
  3. Review, provide comment, and approve Contractor submittals.
  4. Prepare plan and quantity revisions as required for change orders. The City will prepare the change order and have it executed by the contractor.
  5. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s) and city inspector.

Submit one full size blackline set (22" x 34") to the City and two CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing" stamps bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g. de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order. Sealing and signing of record drawings for field changes will be done by others.

#### H. Special Services

Special services include tasks not specifically mentioned above. If special services are requested or required, VRX will prepare a separate scope and fee for additional services at the City's request.

1. Construction management oversight and testing.
  - a) Provide construction management oversight, if necessary.
2. Materials Testing
  - a) City to provide inspection and testing. It is assumed that the City of Plano will contract a materials testing firm to observe the construction process. The testing firm will verify that foundations are placed in the correct strata and will perform materials test on soil and construction materials as required.
3. Environmental services or permitting, including storm water pollution prevention permitting.

#### **Services not included in this Contract**

1. The Engineer will not provide any surveying services.
2. The Engineer will not provide any geotechnical services.
3. The Engineer will not provide any drainage design and/or analysis.
4. The Engineer will not provide any design for relocation of utilities for the project.
5. The Engineer will not set horizontal or vertical control stakes for construction.
6. 404 permitting is not included in contract.
7. Revisions to the Traffic Control Plan based on contractor requests.
8. Construction Inspection.
9. Construction Management.
10. Review of contractor invoices.
11. Public Involvement or Coordination.
12. Public Meetings.
13. Property boundary research or determination.
14. Right-of-Way acquisition services.
15. Environmental services or permitting.
16. Storm water pollution prevention plan (SWPPP) permits.

17. Design of retaining walls.
18. Design of large drainage structures (culverts, headwalls, junction boxes, etc.).
19. Design of landscaping or streetscaping.
20. Design and layout of illumination or electrical systems.
21. Design and layout of ITS systems and components.
22. Utility coordination.
23. Design for utility relocation.

**BRIDGES AND BRIDGE CLASS CULVERTS INCLUDED IN  
BRIDGE REPAIRS PART 2  
PROJECT NO. 6335  
CIP NO. 37821**

	Structure Number	Roadway Carried	Feature Crossed	Structure Type
1	180430C00040005	ALMA DRIVE SB	RUSSELL CREEK	BRIDGE
2	180430C00040006	ALMA DRIVE NB	RUSSELL CREEK	BRIDGE
3	180430C00040009	ALMA DR NB	SPRING CREEK	BRIDGE
4	180430C00040011	ALMA DR SB	SPRING CREEK	BRIDGE
5	180430C00591001	CARMEL DR	PITTMAN CREEK	BRIDGE
6	180430C00905001	COUNTRY PLACE DR	BROWN BRANCH	BRIDGE
7	180430C01000005	CUSTER RD NB	YOUNGS BRANCH	BRIDGE
8	180430C01000006	CUSTER RD NB	RUSSELL CREEK	BRIDGE
9	180430C01000008	CUSTER RD	SPRING CREEK	BRIDGE
10	180430C01000009	CUSTER RD SB	PITTMAN CREEK	BRIDGE
11	180430C01000010	CUSTER RD NB	PITTMAN CREEK	BRIDGE
12	180430C01000011	CUSTER RD NB	WEST ROWLETT CREEK	BRIDGE
13	180430C01000012	CUSTER RD SB	WEST ROWLETT CREEK	BRIDGE
14	180430C01000013	CUSTER RD SB	YOUNGS BRANCH	BRIDGE
15	180430C01000014	CUSTER RD SB	RUSSELL CREEK	BRIDGE
16	180430C01040016	ALMA DR NB	PITTMAN CREEK	BRIDGE
17	180430C01040017	ALMA DR SB	PITTMAN CREEK	BRIDGE
18	180430C01045016	W PLANO PKWY WB	PRAIRIE CREEK	BRIDGE
19	180430C01045017	W PLANO PKWY EB	PRAIRIE CREEK	BRIDGE
20	180430C01045018	W PLANO PKWY EB	PITTMAN CREEK	BRIDGE
21	180430C01045019	W PLANO PKWY WB	PITTMAN CREEK	BRIDGE
22	180430C01045020	W PLANO PKWY EB	SPRING CREEK	BRIDGE
23	180430C01045021	W PLANO PKWY WB	SPRING CREEK	BRIDGE
24	180430C01045024	W PLANO PKWY EB	WHITE ROCK CREEK	BRIDGE
25	180430C01045025	W PLANO PKWY WB	WHITE ROCK CREEK	BRIDGE
26	180430C01733001	HEARST CASTLE WAY	SPRING CREEK	BRIDGE
27	180430C01750001	HEDGOXE RD WB	WHITE ROCK CREEK	BRIDGE
28	180430C01750002	HEDGOXE RD EB	WHITE ROCK CREEK	BRIDGE
29	180430C01880011	INDEPENDENCE PKWY	SPRING CREEK	BRIDGE
30	180430C01975001	JUPITER ROAD NB	ROWLETT CREEK	BRIDGE
31	180430C01975002	JUPITER ROAD SB	ROWLETT CREEK	BRIDGE
32	180430C01975008	JUPITER RD SB	BROWN BRANCH	BRIDGE
33	180430C01975010	JUPITER RD NB	BROWN BRANCH	BRIDGE
34	180430C01980017	AVENUE K	ROWLETT CREEK	BRIDGE
35	180430C02193003	LEGACY RD WB	WHITE ROCK CREEK	BRIDGE
36	180430C02193004	LEGACY RD EB	WHITE ROCK CREEK	BRIDGE
37	180430C02265015	LOS RIOS BLVD	ROWLETT CREEK	BRIDGE
38	180430C02376002	MCDERMOTT RD	WHITE ROCK CREEK	BRIDGE

	Structure Number	Roadway Carried	Feature Crossed	Structure Type
39	180430C02557001	RED RIVER DR	RUSSELL CREEK	BRIDGE
40	180430C02683001	OAK RIDGE DR	RUSSELL CREEK	BRIDGE
41	180430C02690001	OHIO DR SB	WHITE ROCK CREEK	BRIDGE
42	180430C02690002	OHIO DR NB	WHITE ROCK CREEK	BRIDGE
43	180430C02752001	OXBOW CREEK LANE	COTTONWOOD CREEK	BRIDGE
44	180430C02790002	E PARK BLVD EB	ROWLETT CREEK	BRIDGE
45	180430C02790003	W PARK BLVD EB	SPRING CREEK	BRIDGE
46	180430C02790008	W PARK BLVD WB	SPRING CREEK	BRIDGE
47	180430C02790009	E PARK BLVD WB	ROWLETT CREEK	BRIDGE
48	180430C02790010	W PARK BLVD	WHITE ROCK CREEK	BRIDGE
49	180430C02795001	W PARKER RD EB	WHITE ROCK CREEK	BRIDGE
50	180430C02795004	W PARKER RD WB	WHITE ROCK CREEK	BRIDGE
51	180430C02795006	W PARKER RD	SPRING CREEK	BRIDGE
52	180430C02795017	E PARKER RD	BROWN BRANCH	BRIDGE
53	180430C02795019	E PARKER RD	ROWLETT CREEK	BRIDGE
54	180430C02795022	E PARKER RD WB	COTTONWOOD CREEK	BRIDGE
55	180430C02795023	E PARKER RD EB	COTTONWOOD CREEK	BRIDGE
56	180430C03180001	RIDGEVIEW DRIVE EB	YOUNGS BRANCH	BRIDGE
57	180430C03180002	RIDGEVIEW DRIVE WB	YOUNGS BRANCH	BRIDGE
58	180430C03226001	ROCKLEDGE LN	WHITE ROCK CREEK TRIB	BRIDGE
59	180430C03560001	SPRING CR PKWY WB	WHITE ROCK CREEK	BRIDGE
60	180430C03560004	W SPRING CK PKY EB	SPRING CREEK	BRIDGE
61	180430C03560006	W SPRING CK PKY WB	SPRING CREEK	BRIDGE
62	180430C03560007	SPRING CR PKWY EB	WHITE ROCK CREEK	BRIDGE
63	180430C03727001	TENNYSON PKWY WB	WHITE ROCK CREEK	BRIDGE
64	180430C03727002	TENNYSON PKWY EB	WHITE ROCK CREEK	BRIDGE
65	180430C04095001	WESTWOOD DR	PITTMAN CREEK	BRIDGE
66	180430C04335002	E 14TH ST-FM544 EB	ROWLETT CREEK	BRIDGE
67	180430C04335003	E 14TH ST-FM544 EB	ROWLETT CREEK RELIEF	BRIDGE
68	180430C04335004	E 14TH/FM 544 WB	ROWLETT CREEK	BRIDGE
69	180430C04335005	E 14TH/FM 544 WB	ROWLETT CREEK RELIEF	BRIDGE
70	180430C04350004	W 15TH ST	PITTMAN CREEK	BRIDGE
71	180430C04350005	W 15TH ST EB	SPRING CREEK	BRIDGE
72	180430C04350006	W 15TH ST WB	SPRING CREEK	BRIDGE
73	180430C04365001	W 16TH ST	SPRING CREEK	BRIDGE
74	180430C04335001	E 14TH ST-FM 544	ROWLETT CREEK TRIBUTARY	CULVERT
75	180430C00040010	ALMA DR	BROWN BRANCH	CULVERT
76	180430C00085001	APPLE VALLEY RD	SPRING CREEK TRIBUTARY	CULVERT
77	180430C00103001	ARCHGATE DR	WHITE ROCK CREEK TRIB	CULVERT
78	180430C00173001	BALCONES DR	WHITE ROCK CREEK TRIB	CULVERT
79	180430C00533001	CAMPBELL RD	WHITE ROCK CRK TRIBUTARY	CULVERT
80	180430C00673001	CHASE OAKS BLVD	BROWN BRANCH	CULVERT
81	180430C00812001	COLDWATER CRK LANE	COTTONWOOD CREEK TRIB	CULVERT

	Structure Number	Roadway Carried	Feature Crossed	Structure Type
82	180430C00843001	COLONNADE DR	WHITE ROCK CREEK TRIB	CULVERT
83	180430C00877002	INDEPENDENCE PKWY	RUSSELL CREEK	CULVERT
84	180430C00965001	CROSS BEND RD	SPRING CREEK	CULVERT
85	180430C01000007	CUSTER RD	RUSSELL CREEK TRIB	CULVERT
86	180430C01045015	W PLANO PKWY	PRAIRIE CREEK TRIBUTARY	CULVERT
87	180430C01045022	E PLANO PKWY	BECK BRANCH	CULVERT
88	180430C01045023	E PLANO PKWY	BECK BRANCH TRIBUTARY	CULVERT
89	180430C01090001	DEERFIELD DR	SPRING CREEK	CULVERT
90	180430C01130001	DIAMONDHEAD DR	PITTMAN CREEK	CULVERT
91	180430C01731001	RASOR BLVD	WHITE ROCK CREEK TRIB	CULVERT
92	180430C01750003	HEDGCOXE RD	WHITE ROCK CREEK TRIB	CULVERT
93	180430C01880008	INDEPENDENCE PKWY	JANET CREEK	CULVERT
94	180430C01880009	INDEPENDENCE PKWY	PITTMAN CREEK	CULVERT
95	180430C01880010	INDEPENDENCE PKWY	SPRING CREEK TRIBUTARY	CULVERT
96	180430C01880012	INDEPENDENCE PKWY	YOUNGS BRANCH	CULVERT
97	180430C01887001	INDIAN TRAIL	DRAW	CULVERT
98	180430C01975003	JUPITER RD	BECK BRANCH	CULVERT
99	180430C01975004	JUPITER RD	WILLOW CREEK	CULVERT
100	180430C01975009	JUPITER RD	BROWN BRANCH TRIBUTARY	CULVERT
101	180430C01980001	AVENUE K	BROWN BRANCH	CULVERT
102	180430C01980002	AVENUE K	BOWMAN BRANCH	CULVERT
103	180430C02193005	LEGACY DR	SPRING CREEK	CULVERT
104	180430C02193006	LEGACY DR	SPRING CREEK TRIBUTARY	CULVERT
105	180430C02263001	LORIMAR DR	WHITE ROCK CREEK TRIB	CULVERT
106	180430C02321001	MAPLESHADE LANE	MCKAMY BRANCH	CULVERT
107	180430C02365001	MAUMELLE DR	SPRING CREEK TRIBUTARY	CULVERT
108	180430C02365002	MAUMELLE DR	SPRING CREEK TRIBUTARY	CULVERT
109	180430C02376001	MCDERMOTT RD	WHITE ROCK CREEK TRIB	CULVERT
110	180430C02477001	MIDWAY RD	INDIAN CREEK TRIBUTARY	CULVERT
111	180430C02477002	MIDWAY RD	DRAW	CULVERT
112	180430C02477004	MIDWAY RD	DRAW	CULVERT
113	180430C02690003	OHIO DR	WHITE ROCK CREEK TRIB	CULVERT
114	180430C02690005	OHIO DR	WHITE ROCK CREEK TRIB	CULVERT
115	180430C02690006	OHIO DR	WHITE ROCK CREEK TRIB	CULVERT
116	180430C02690007	OHIO DR	WHITE ROCK CREEK TRIB	CULVERT
117	180430C02700001	OLD ORCHARD DR	SPRING CREEK TRIBUTARY	CULVERT
118	180430C02790004	W PARK BLVD	PITTMAN CREEK	CULVERT
119	180430C02790005	W PARK BLVD	PRAIRIE CREEK	CULVERT
120	180430C02795002	W PARKER RD	WHITE ROCK CREEK TRIB	CULVERT
121	180430C02795003	W PARKER RD	WHITE ROCK CREEK TRIB	CULVERT
122	180430C02795013	W PARKER RD	PITTMAN CREEK	CULVERT
123	180430C02805001	PARKHAVEN DR	PITTMAN CREEK	CULVERT
124	180430C02906001	PONDVIEW DRIVE	COTTONWOOD CREEK TRIB	CULVERT

	Structure Number	Roadway Carried	Feature Crossed	Structure Type
125	180430C02907001	PORTAGE LN	WHITE ROCK CREEK TRIB	CULVERT
126	180430C02953001	PRESTON MEADOW DR	WHITE ROCK CREEK TRIB	CULVERT
127	180430C03055001	ROBINSON RD	WHITE ROCK CREEK TRIB	CULVERT
128	180430C03170001	RIDGEWOOD DR	WILLOW CREEK	CULVERT
129	180430C03255001	ROUNDROCK TRAIL	PITTMAN CREEK	CULVERT
130	180430C03380001	SCENIC DR	RUSSELL CREEK TRIBUTARY	CULVERT
131	180430C03485026	SHILOH RD	BECK BRANCH	CULVERT
132	180430C03503001	SILVER CREEK DR	WHITE ROCK CREEK TRIB	CULVERT
133	180430C03560002	W SPRING CRK PKWY	WHITE ROCK CREEK TRIB	CULVERT
134	180430C03560003	W SPRING CRK PKWY	SPRING CREEK TRIB	CULVERT
135	180430C03560005	W SPRING CRK PKWY	BROWN BRANCH	CULVERT
136	180430C03585005	SHILOH RD	WILLOW CREEK	CULVERT
137	180430C03655001	SUMMIT AVE	BECK BRANCH	CULVERT
138	180430C03725001	TEAKWOOD LN	PITTMAN CREEK TRIBUTARY	CULVERT
139	180430C03750001	THUNDERBIRD LN	BOWMAN CREEK	CULVERT
140	180430C03817001	TOWN SQUARE DR	WHITE ROCK CREEK TRIB	CULVERT
141	180430C03923001	VENTURA DR	WHITE ROCK CREEK TRIB	CULVERT
142	180430C03938001	VILLAGE CREEK DR	WHITE ROCK CRK TRIBUTARY	CULVERT
143	180430C04007001	WAYFARER DR	WHITE ROCK CREEK TRIB	CULVERT
144	180430C04174001	WILLOW BEND	WHITE ROCK CREEK TRIB	CULVERT
145	180430C04207001	WINDING HOLLOW LN	WHITE ROCK CREEK TRIB	CULVERT
146	180430C04207002	WINDING HOLLOW LN	WHITE ROCK CREEK TRIB	CULVERT
147	180430C04207003	WINDING HOLLOW LN	WHITE ROCK CREEK TRIB	CULVERT
148	180430C04208001	WINDHAVEN PKWY	DRAINAGE DITCH	CULVERT
149	180430C04260001	WOODBURN CORNERS	PRAIRIE CREEK	CULVERT
150	180430C04350003	W 15TH ST	PRAIRIE CREEK	CULVERT
151	180430C04425001	AVENUE F	SPRING CREEK TRIBUTARY	CULVERT

**EXHIBIT B  
COMPLETION SCHEDULE  
BRIDGE REPAIR –PART II  
PROJECT NO. 6335  
CIP NO. 37821**

<b>Activity</b>	<b>Completion Time (Calendar Weeks)</b>
A. Notice to Proceed	<i>City</i>
B. Investigation	<i>8 weeks</i>
Review BRINSAP and PONTEX	
Supplemental inspections	
Build database	
Prioritize bridge repairs	
City review	<i>2 weeks</i>
Incorporate review comments	
C. Preliminary Design (90%)	<i>12 weeks</i>
Prepare preliminary plans (Generic layout, Quantities, Repair locations, Standard details)	
Prepare preliminary estimate of probable construction costs	
Preliminary QA/QC	
Pre-final submittal (90%)	
City review	<i>2 weeks</i>
Distribute preliminary plans, proposed schedule for bidding, and start of construction to local franchise and municipal utility companies.	
D. Final Design (100%)	<i>2 weeks</i>
Incorporate preliminary review comments	
Prepare final plans (Generic layout, Quantities, Repair locations, Standard details, Traffic control)	
Prepare final estimate of probable construction costs	
Final QA/QC	
Final submittal (100%)	
City review	
Final submittal (Sealed)	
Attend utility coordination meeting. Distribute final plans, proposed schedule for bid letting, and start of construction to local franchise and municipal utility companies.	<i>City</i>

**EXHIBIT C  
PAYMENT SCHEDULE  
BRIDGE REPAIR –PART II  
PROJECT No. 6335  
CIP NO. 37821**

<b>WORK STAGE SUBMITTAL OR COMPLETION</b>	<b>TOTAL</b>
A. Investigation	\$ 58,386.72
B. Direct Expenses	\$ 155.00
 Total Basic Fee	 \$ 58,541.72
<b>Total Fee</b>	<b><u>\$ 58,541.72</u></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.)

### 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



## 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 **VRX, 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 **VRX, 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.

**VRX, INC.** \_\_\_\_\_

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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