



**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:	05/09/11
Department:	Public Works
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #): <b>Irene Pegues (7198)</b>	
<b>Project No. 5992</b>	

**CAPTION**

To approve an Engineering contract by and between the City of Plano and HDR Engineering, Inc., in the amount of \$397,432 for the engineering design of the Spring Creek Parkway Corridor project and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2010-11</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	7,044	242,956	2,780,000	<b>3,030,000</b>
Encumbered/Expended Amount	-7,044	-20,683	0	<b>-27,727</b>
This Item	0	-397,432	0	<b>-397,432</b>
BALANCE	0	-175,159	2,780,000	<b>2,604,841</b>

**FUND(S):** STREET IMPROVEMENT CIP

**COMMENTS:** Funds are included in the 2010-11 Street Improvement CIP for the Spring Creek Parkway Corridor Improvement project. This item, in the amount of \$397,432, will be encumbered during the current fiscal year and carry forward into the cash allocations of FY 2011-12.

**STRATEGIC PLAN GOAL:** Engineering design services for intersection improvement projects relate to the City's Goal of Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

This agreement with HDR Engineering, Inc. is for the engineering design of improvements to the Spring Creek Parkway and Independence Parkway intersection, and the Spring Creek Parkway and Custer Road intersection. This project includes replacement of existing pavement, the elimination of the wide Spring Creek Parkway median and the design of a typical urban roadway section that will include 3 through lanes, 2 left turn lanes and 1 dedicated right turn lane for all four directions.

The contract fee is for \$397,432.00 and is detailed as follows:

Design Survey	\$66,175.00
Preliminary Design	\$96,511.00
Final Design	\$132,116.00
Bid Phase Services	\$49,677.00
Printing & Other Reimbursables	\$18,766.00
Construction Phase Services (including control staking)	\$34,187.00
<b>TOTAL</b>	<b>\$397,432.00</b>



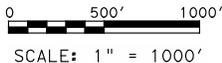
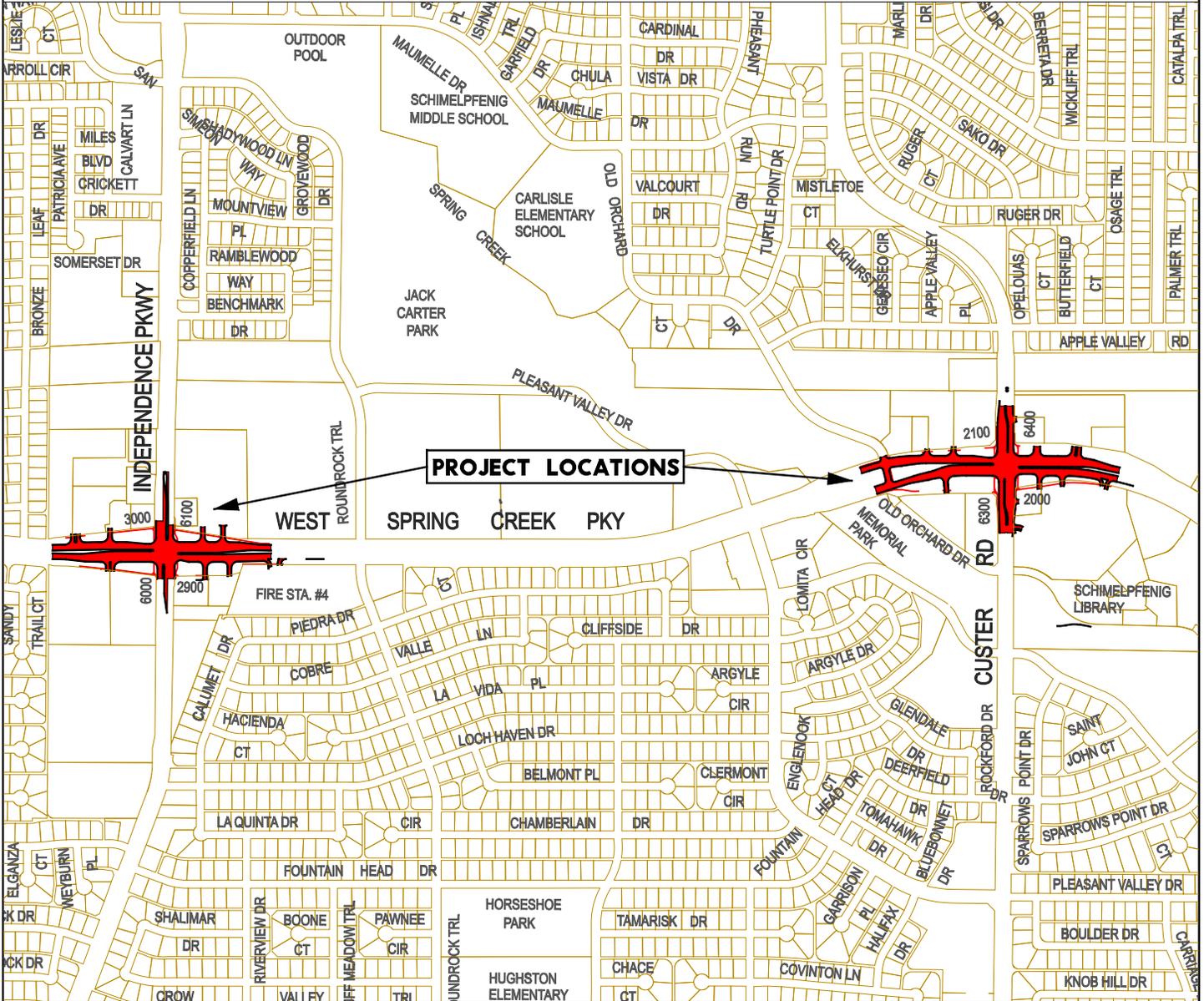
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Funding is available from the 2010-11 Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$4,123,084.58.

List of Supporting Documents:  
Location Map; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies  
N/A

# SPRING CREEK PARKWAY INTERSECTION IMPROVEMENTS AT INDEPENDENCE PKWY & CUSTER ROAD



# SPRING CREEK PARKWAY CORRIDOR

PROJECT NO. 5992

## 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 **HDR ENGINEERING, INC.**, a **NEBRASKA** Corporation licensed to do business in the State of Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

### WITNESSETH:

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **SPRING CREEK PARKWAY CORRIDOR** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

#### **I. Employment of the Engineer**

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

#### **II. Scope of Services**

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

### **III. Schedule of Work**

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

### **IV. Compensation and Method of Payment**

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

### **V. Information to be Provided by the City**

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

### **VI. Insurance**

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

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

### **VII. INDEMNITY**

**THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY**

NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

#### **VIII. Independent Contractor**

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

## **IX. Assignment and Subletting**

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

## **X. Audits and Records/Prohibited Interest**

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

The Engineer agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Engineer shall execute the affidavit shown in Exhibit "E". Engineer understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

## **XI. Contract Termination**

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

## **XII. Engineer's Opinion of Probable Construction Costs**

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

### **XIII. Ownership of Documents**

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

### **XIV. Complete Contract**

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

### **XV. Mailing of Notices**

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

City of Plano  
Public Works & Engineering Department  
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:

HDR Engineering, Inc.  
4500 West Eldorado Parkway, Suite 3500  
McKinney, TX 75070-5757  
Attn: Jeffrey J. Frison

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:

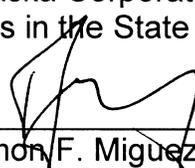
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**SIGNED** on the date indicated below.

**HDR ENGINEERING, INC.**

A Nebraska Corporation licensed to do business in the State of Texas

DATE: 4-19-11

BY:   
Ramon F. Miguez  
VICE PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 19<sup>th</sup> day of April, 2011, by **RAMON F. MIGUEZ, VICE PRESIDENT**, of **HDR ENGINEERING, INC.**, a **NEBRASKA** corporation licensed to do business in the State of Texas, on behalf of said corporation.



Teresa Hanson  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2011, 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

#### SPRING CREEK PARKWAY CORRIDOR CONSTRUCTION PLANS PROJECT No. 5992 CIP No. 33-P21

#### PROJECT DESCRIPTION:

This project includes the preparation of construction drawings and documents, for configurations defined by the schematic plans, for intersection improvements at the following intersections along Spring Creek Parkway:

- Independence Parkway – Move the eastbound lanes north and the westbound lanes south to form a typical urban street intersection that will include 3 through, 2 left turn, and 1 dedicated right turn lanes for all four directions. The intersection will be located in the approximate center of the Spring Creek Parkway ROW.
- Custer Road - Move the eastbound lanes north and the westbound lanes south to form a typical urban street intersection that will include 3 through, 2 left turn, and 1 dedicated right turn lanes for all four directions. The intersection will be located in the northern part of the Spring Creek Parkway ROW.

#### BASIC SERVICES:

##### A. Design Standards

1. This project shall be designed in accordance with the following:
  - Geodetic Monumentation Manual
  - Manual for Right-of-Way Management
  - Storm Drainage Design Manual
  - Erosion & Sediment Control Manual
  - Thoroughfare Standards Rules & Regulations
  - Manual for the Design of Water & Sanitary Sewer Lines
  - Standard Construction Details
  - Barrier Free Ramp Details
  - NCTCOG Standard Specifications for Public Works Construction
  - Special Provisions to NCTCOG Standard Specifications for Public Works Construction
  - Sample Plan Set

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

**B. Design Survey - Fee for survey tasks is included in Special Services**

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation and re-set one monument.
3. Tie right-of-way lines and corners, property lines and corners, building, fence line, trees 4 inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. T.U. Elec., Verizon, Atmos Gas, etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and will be part of the final construction plan set.
6. Vertical and horizontal survey work shall be done as follows:
  - a. Spring Creek Parkway at Independence Parkway
    - Approximate distance of 925' west of the centerline of Independence Parkway to the west curb line of Bronze Leaf Drive.
    - Approximate distance of 1,225' east of the centerline of Independence Parkway to the centerline of Round Rock Trail.
    - Distance 600' north along Independence Parkway from the median centerline of Spring Creek Parkway.
    - Distance 550' south along Independence Parkway from the median centerline of Spring Creek Parkway.
  - b. Spring Creek Parkway at Custer Road
    - Approximate distance of 900' west of the centerline of Custer road to the high bank of Spring Creek and curb alignment along bridges.
    - Distance of 900' east of the centerline of Custer Road.
    - Distance of 600' north along Custer Road from the median centerline of Spring Creek Parkway.
    - Distance of 550' south along Custer Road from the median centerline of Spring Creek Parkway.
7. When underground utilities are exposed, tie to project control baseline.
8. Identify street address of all adjacent properties to the proposed construction and show on drawings.

**C. Right-of-way and Easement Requirements – Fee for surveyor is included in Special Services**

1. Locate ROW and property lines within project limits.
2. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
3. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.
4. Fee proposal assumes three (3) sidewalk easement documents at \$1,100/parcel.
5. Fee proposal assumes three (3) Right-of-Way taking documents at \$1,925/parcel.

**D. 60% Design**

1. The previously approved schematic intersection layouts define the following items for design:
  - Number of lanes.
  - Location of the intersections.
  - Approximate lane alignments and radii of curvatures.
  - Approximate construction limits.
  - Driveway locations and configuration.
  - The alternate configuration of driveways, turn lanes and median opening shown on Sheet 10A of the schematic drawings will be utilized. The opinion of probable construction costs will be provided with costs separated out for these improvements which will be reimbursed to the City by the adjacent property owners.
2. The construction drawing sheets shall be prepared on (22"x34") at the engineering scale indicated below:
  - Intersection layout and grading sheet (grading design to be performed for 90% design). Scale 1"= 20'.
  - Roadway plan and profile sheets. Scale 1" = 20' H and 1"=5' V.
  - Project cross-sections at intervals not to exceed fifty feet (50'). Scale: 1"=20' H and 1"=2' V.
3. Final horizontal and vertical alignments of Spring Creek and intersecting streets.
4. Design westbound left turn lane at Bronze Leaf Drive.
5. Define ROW acquisition limits and submit exhibits prepared by RPLS for City to acquire ROW/Easements. This scope includes three ROW and three sidewalk easements to be defined. Additional ROW or easements will be negotiated as additional services.
6. Preliminary traffic signal design.

- To include basic signal layout showing signal pole, controller, ground box, conduit, and electrical service locations
  - Field review of the two intersections to note and verify physical constraints, power connection, utility placement, and any other details necessary for signal plan preparation.
7. Preliminary temporary traffic signal design.
    - This scope of services assumes two phases of construction for each signal.
  8. Preliminary illumination layout.
    - Pole spacing based upon maximum distances provided by City.
    - Existing electrical services to be used.
    - Standard foundation standards provided by City.
  9. Conceptual construction sequencing and traffic control plans.
  10. Preliminary traffic signs and pavement markings.
  11. Prepare drainage area map from as-built drawings. Proposed drainage will be designed with the intent of maintaining existing drainage areas to the existing storm drain trunk lines, unless deviation is approved by City.
  12. Locate proposed storm water inlets and connections to existing storm water systems. This scope does not include design for reconstruction of existing systems or evaluation of capacity of existing systems. Starting hydraulic grade lines for new laterals will be taken from as-built drawings.
  13. Identify water and sanitary sewer rim adjustments related to elevation changes. Identify fire hydrant relocations due to movement of roadway travel lanes. This scope does not include design for reconstruction of existing water and sanitary sewer lines.
  14. Preliminary location and species of trees to be located in the medians. Meet with City staff to discuss requirements for trees and grass.
  15. Prepare special details, if required.
  16. Prepare preliminary opinion of probable construction cost.
  17. Submit (four) sets of drawings to the City for review.
  18. Submit six (6) sets of drawings to the City for Utility Coordination.
  19. Meet with City of Plano staff to discuss City comments.

#### **E. 90% Design**

1. Address City comments and submit responses.
2. Prepare grading plan for intersections and driveways.
3. Traffic signal design.
4. Temporary traffic signal design.
5. Illumination layout, including conduit location. The scope of design assumes the use of new light poles.
6. Construction sequencing and traffic control plans.
7. Traffic signs and pavement markings.

8. Sizing of storm water inlets and lateral pipes to connect to existing storm water trunk lines.
9. Landscaping design inside construction limits. Includes trees in medians and grass within construction limits.
10. Meet with City staff to discuss landscaping and irrigation design.
11. Irrigation design within medians, to include controllers which will communicate with City irrigation control system. Separately controlled system to be designed for each intersection.
12. Prepare erosion control plan and SWPPP Narrative Plan Sheet in accordance with current TCEQ and City of Plano requirements. Current refers to the requirements in place at the time of notice to proceed.
13. Prepare outline of any special technical specifications needed for the project (if any).
14. Prepare updated project cross-sections.
15. Prepare opinion of probable construction cost.
16. Submit (four) sets of drawings and opinion of probable construction cost to the City for review.
17. Meet with City of Plano staff to discuss City comments.

**F. 100% Design**

1. Address City comments and submit responses.
2. Submit (four) sets of drawings to the City for review. The drawings for this submittal will not be sealed.

**G. Bid Documents**

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish 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 and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City 48 hours prior to the bid letting.
7. Provide a CD-ROM disc of the bid set plans in a pdf format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare a letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff in a pre-construction conference.

11. Furnish thirteen (13) sets of final construction plans and three sets of the contract documents manual to the City for construction. Drawings to be provided on 22"x34" sheets.

#### **H. Construction Services**

1. Provide periodic site visits by the design engineer with a written inspection report submitted to the City for each visit. Ten (10) site visits have been included in the fee proposal.
2. Provide written response to requests for information or clarification.
3. Prepare and process change orders in accordance with City of Plano format.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 22"x34" final "as constructed" blackline drawings (with "record drawings 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 numerical order.

#### **SPECIAL SERVICES:**

##### **A. Construction Control Survey**

1. Set vertical control stakes for construction at 500' intervals, or a minimum of one at each end of the project.
2. Set horizontal control stakes for construction including PI's, PC's and PT's for paving, storm drains and utilities.

##### **B. Subsurface Utility Engineering**

1. Subsurface Utility Engineering QL "A" – Perform this work in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). Utilize geophysical prospecting equipment to designate the horizontal position of existing underground utilities, including existing storm drain lines, which are within the existing ROW. This level of work includes acquiring "as-built" documentation from utility companies and making the initial contact with their representatives.

2. To confirm vertical location of the existing utilities QL "A", locate four (4) test holes for the project. For the purpose of estimation, we have assumed the following depths of test holes:

5.00 to 8.00 feet deep - \$1,375 each

The quoted QL "A" fee are based on using routine traffic control (signs and cones only) and test holes not being in the roadway. If non-routine traffic control is required (flagmen, arrow boards, etc.), add \$1,320 per day. If test holes are in pavement, add \$1,320/hole for coring, flowable fill, and pavement restoration. For the purposed of this proposal, the assumption is 0.2 days of traffic control will be required and not test holes will be in pavement and will require coring, flowable fill, pavement restoration.

### **Items Not Included In This Scope**

1. Geotechnical services.
2. Design of drainage systems outside of the inlets and connections to existing drainage pipes.
3. Design of water or sanitary sewer system, except for rim adjustments for elevation changes.
4. Preparation of environmental assessment and impact statements and other assistance to the City in connection with public hearings.
5. Furnish additional copies of deliverables beyond the number specified in the basic services agreement.
6. Coordination with TxDOT and DART.
7. SWPPP, other than the SWPPP Narrative Plan Sheet.
8. Negotiations with adjacent property owners for revisions to driveways.
9. Geotechnical services. The pavement sections will be defined by the City.
10. Structural design for bridges, junction boxes or other items not defined in the scope of services.
11. Franchise utility coordination, except for providing drawings as stated above.
12. Traffic engineering reports or studies.
13. Electrical design associated with illumination layout.
14. Separation of drawings and bid documents for multiple bids/construction packages.

**EXHIBIT B  
CIVIL DESIGN SCHEDULE  
SPRING CREEK PARKWAY CORRIDOR  
DESIGN PLANS  
PROJECT NUMBER 5992  
CIP NUMBER 33-P21**

<b>Activity</b>	<b>Completion Time (Calendar Days)</b>
1. Notice to Proceed	0
2. Survey, Research and Data Collection / Site Visits	45
3. 60% Design	75
4. 90% Design	75
5. 100% Design	45

**EXHIBIT C  
PAYMENT SCHEDULE  
SPRING CREEK PARKWAY CORRIDOR  
DESIGN PLANS  
PROJECT NO. 5992  
CIP NO. 33-P21**

<b>BASIC SERVICES</b>	<b>TOTAL</b>
1. 60% Design	<u>\$96,511</u>
2. 90% Design	<u>\$132,116</u>
3. 100% Design	<u>\$45,677</u>
4. Bid Phase	<u>\$18,766</u>
5. Construction Phase	<u>\$34,187</u>
<b><u>TOTAL BASIC SERVICES FEE</u></b> Lump Sum	<u>\$327,257</u>

<b>SPECIAL SERVICES</b>	<b>TOTAL</b>
1. Survey (Gorrondona & Associates, Inc.)	<u>\$66,175</u>
2. Irrigation Design (James Pole)	<u>\$4,000</u>
<b><u>TOTAL SPECIAL SERVICES FEE</u></b> Not to Exceed	<u>\$70,175</u>

**EXHIBIT "D"**  
**ENGINEERING**  
**INSURANCE**

**INSURANCE:** (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

**1. General Insurance Requirements:**

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

**NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.**

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
  - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

**2. Engineer's Insurance - "Occurrence" Basis:**

- 2.1 The Engineer shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
  - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
    - i. General aggregate limit is to apply per project;
    - ii. Premises/Operations;
    - iii. Actions of Independent Contractors;
    - iv. Contractual Liability including protection for the Engineer from claims arising out of liability assumed under this contract;
    - v. Personal Injury Liability including coverage for offenses related to employment;
    - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
  - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

### **3.0 Engineer's Insurance – Claims Made**

#### Professional Errors and Omissions

The Engineer shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000  
per claim and aggregate of \$2,000,000

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

### 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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/1/2011

5/25/2010

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 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).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED 1014392 HDR ENGINEERING, INC. ATTN: LOUIS J. PACHMAN 8404 INDIAN HILLS DRIVE OMAHA, NE 68114-4049 MCKINNEY/JEFFREY FRISON	INSURER A:	Hartford Fire Insurance Company 19682
	INSURER B:	St. Paul Fire and Marine Insurance Company 24767
	INSURER C:	New Hampshire Insurance Company 23841
	INSURER D:	Insurance Company of the State of PA 19429
	INSURER E:	Zurich American Insurance Company 16535
	INSURER F:	

COVERAGES HDRIN01 SA CERTIFICATE NUMBER: 10877109 REVISION NUMBER: XXXXXXXX

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL LIAB <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC	N	N	37CSEQU0950	6/1/2010	6/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	37CSEQU0951 (AOS) 37CSEQU0952 (HI)	6/1/2010 6/1/2010	6/1/2011 6/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	N	N	QK08000912 (EXCLUDES PROF. LIAB)	6/1/2010	6/1/2011	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	3621195 (AOS) 3621196 (CA)	6/1/2010 6/1/2010	7/1/2011 7/1/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	ARCH & ENG PROFESSIONAL LIABILITY			EOC9260026-03	6/1/2010	6/1/2011	PER CLAIM: \$2,000,000 AGGREGATE: \$2,000,000.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
RE: SPRING CREEK PARKWAY, PROJECT #5992. THE CITY OF PLANO, ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, VOLUNTEERS, AND EMPLOYEES ARE NAMED AS ADDITIONAL INSURED ON GENERAL LIABILITY AS PER WRITTEN CONTRACT, ON A PRIMARY, NON-CONTRIBUTORY BASIS. WAIVER OF SUBROGATION APPLIES WHERE APPLICABLE BY LAW. INDEPENDENT CONTRACTORS ARE INCLUDED IN GENERAL LIABILITY.

CERTIFICATE HOLDER	CANCELLATION See Attachment
10877109 CITY OF PLANO ATTN: MELODY MORGAN, CIP BUDGET COORDINATOR PO BOX 860358 PLANO TX 75086	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   04-11-11 AMC

ACORD 25 (2010/05)

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**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

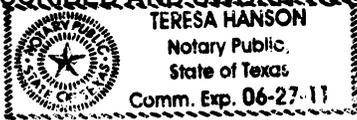
"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision 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."

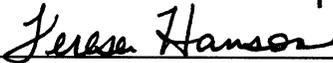
I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

HDR Engineering, Inc.  
Name of Contractor  
By:   
Signature  
Ramon F. Miguez  
Print Name  
Vice President  
Title  
April 19, 2011  
Date

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS   §

SUBSCRIBED AND SWORN TO before me this 19<sup>th</sup> day of April, 20 11.



  
Notary Public, State of Texas