



**CITY OF PLANO
COUNCIL AGENDA ITEM**

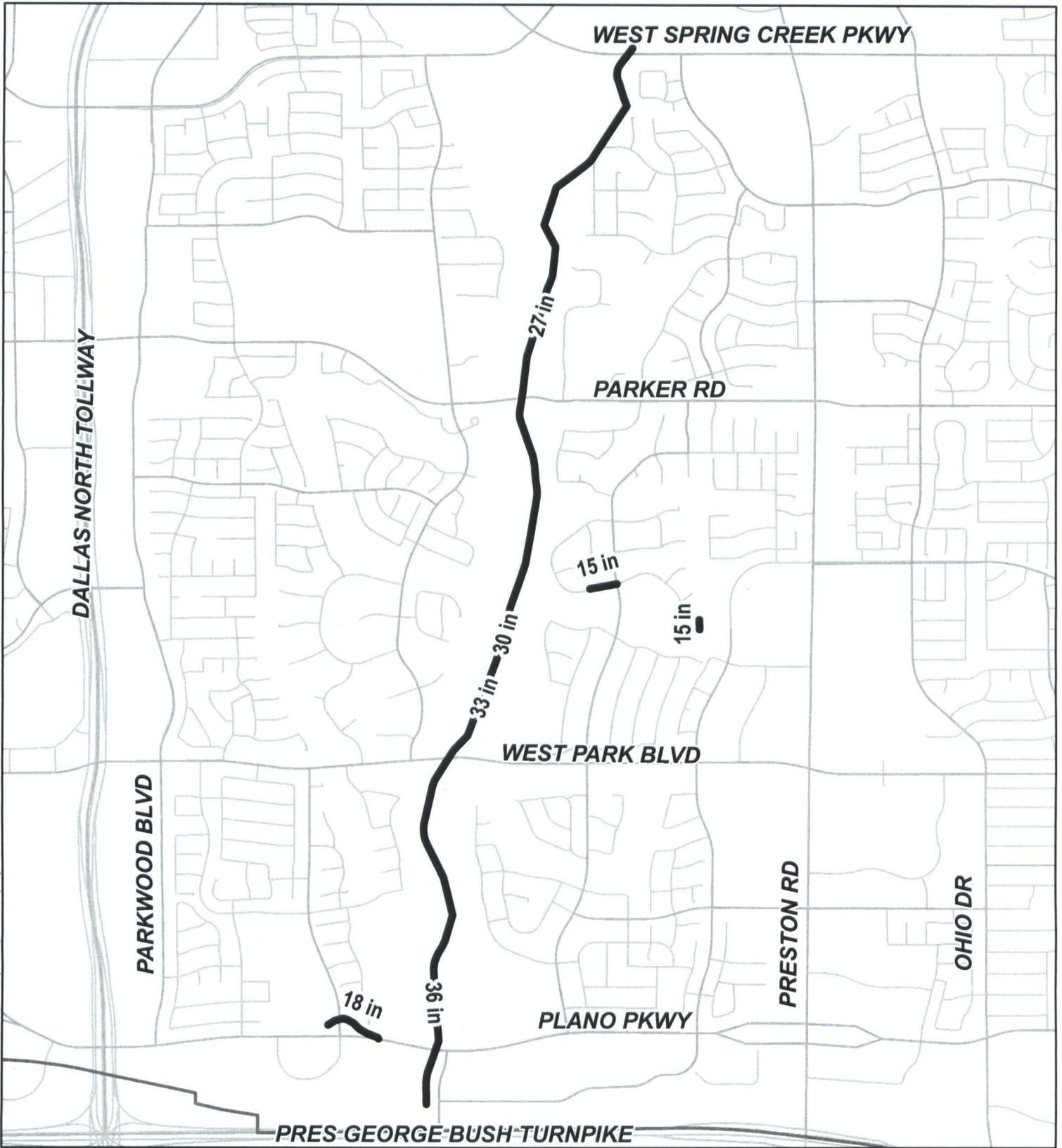
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|---|----------------------------------|-------------------------|-------------------------|------------------|
| CITY SECRETARY'S USE ONLY | | | | |
| <input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory | | | | |
| Council Meeting Date: | | 05/12/14 | | |
| Department: | | Engineering | | |
| Department Head: | | Jack Carr, P.E. | | |
| Agenda Coordinator (include phone #): | | Kathleen Schonne (7198) | | Project No. 6432 |
| CAPTION | | | | |
| To approve an Engineering Services Agreement by and between the City of Plano and Half Associates, Inc., in the amount of \$398,095, for the White Rock Creek & Prairie Creek Sewer Mains Rehabilitation project and authorizing the City Manager to execute all necessary documents. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2013-14 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 435,000 | 0 | 435,000 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | -398,095 | 0 | -398,095 |
| BALANCE | 0 | 36,905 | 0 | 36,905 |
| FUND(S): SEWER CIP | | | | |
| <p>COMMENTS: Funds are available in the 2013-14 Sewer CIP. This item, in the amount of \$398,095, will leave a current year balance of \$36,905 available for further work related to the White Rock Creek & Prairie Creek Sewer Mains Rehabilitation.</p> <p>STRATEGIC PLAN GOAL: Preparing engineering plans for the rehabilitation of existing sewer mains relates to the City's Goal of Strong Local Economy and Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>This agreement is for the professional engineering services required to prepare engineering design plans for the White Rock Creek & Prairie Creek Sewer Mains Rehabilitation project. This project includes the trenchless rehabilitation design of approximately 16,800 feet of 24 to 36 inch sanitary sewer of the White Rock Creek sewer interceptor from Spring Creek Parkway to Plano Parkway and approximately 2,200 linear feet of 21 inch sewer main parallel to Prairie Creek from south of Park Boulevard to 15th Street.</p> | | | | |
| BASIC SERVICES | | | | |
| <u>TASK</u> | <u>ESTIMATED BUDGET</u> | | | |
| PROJECT MANAGEMENT..... | \$16,308 | | | |
| RESEARCH AND DATA COLLECTION..... | \$6,464 | | | |
| BASE MAPPING..... | \$23,488 | | | |
| PRELIMINARY DESIGN..... | \$133,381 | | | |
| FINAL DESIGN..... | \$99,652 | | | |



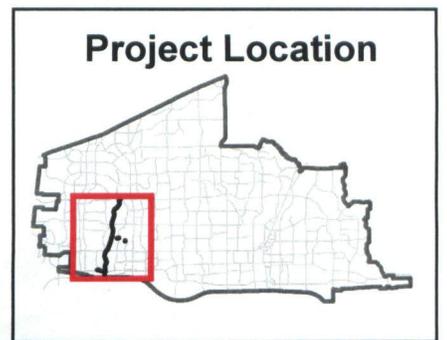
**CITY OF PLANO
COUNCIL AGENDA ITEM**

| | | |
|---|--|-------------------------|
| BID PHASE SERVICES..... | | \$21,834 |
| CONSTRUCTION ADMINISTRATION..... | | \$22,688 |
| BASIC SERVICES TOTAL | | \$323,815 |
| SPECIAL SERVICES | | |
| <u>TASK</u> | | <u>ESTIMATED BUDGET</u> |
| CITY DIRECTED SERVICES..... | | \$74,280 |
| SPECIAL SERVICES TOTAL..... | | \$74,280 |
| TOTAL FEE | | \$398,095 |
| https://maps.google.com/maps?q=Willow+Bend+Drive+%26+Parker+Road,+Plano,+TX&hl=en&ll=33.091706,-97.022719&sspn=0.745548,1.454315&t=h&hnear=W+Parker+Rd+%26+Willow+Bend+Dr,+Plano,+Texas+75093&z=16 | | |
| List of Supporting Documents: | Other Departments, Boards, Commissions or Agencies | |
| Location Map; Engineering Services Agreement | N/A | |

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**White Rock Creek & Priage Creek
Sewer Mains Rehabilitation
Project No. 6432**



WHITE ROCK CREEK & PRAIRIE CREEK SEWER MAINS REHABILITATION

PROJECT NO. 6432

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 **HALFF ASSOCIATES, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **WHITE ROCK CREEK & PRAIRIE CREEK SEWER MAINS REHABILITATION** 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
Attn: Shahrzad Tavana, P.E.
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:

Halff Associates, Inc.
Attn: Tony Almeida, PE
1201 N. Bowser Road
Richardson, TX 75081-2220

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.

DATE: April 18, 2014

HALFF ASSOCIATES, INC.

A Texas Corporation

BY: 

Patrick Lee Acker, PE, RPLS
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the 18th day of April, 2014, by **PATRICK LEE ACKER, PE, RPLS, VICE PRESIDENT**, of **HALFF ASSOCIATES, 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 _____, 2014, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT A

SCOPE OF SERVICES FOR WHITE ROCK CREEK & PRAIRIE CREEK SEWER MAINS REHAB CITY OF PLANO, TX PROJECT No. 6432

PROJECT DESCRIPTION:

This project includes professional engineering services for the trenchless rehabilitation design of approximately 16,800 feet of 24 to 36-inch sanitary sewer interceptor running adjacent to and crossing White Rock Creek from Spring Creek Parkway to Plano Parkway. Rehabilitation design also includes approximately 837 feet of 18-inch sewer main parallel to Plano Parkway and crossing Mira Vista Boulevard, 514 feet of 15-inch sewer main west of the intersection of Seascapes Lane and Winding Hollow Lane, 158 linear feet of 15-inch sewer main perpendicular to Seascapes Lane, and 2,200 linear feet of 21-inch sewer main parallel to Prairie Creek from south of West Park Boulevard to 15th Street. According to the City of Plano GIS records, 30 manholes exist along the White Rock Creek interceptor, an estimated six manholes exist along the Prairie Creek interceptors, and seven manholes exist within the limits of the individual collector mains to be rehabilitated. These estimated 43 total manholes are planned to be rehabilitated as part of this project. The White Rock Creek interceptor traverses private property, including Gleneagles Country Club.

I. BASIC SERVICES:

This project shall be designed in accordance with the City of Plano (City) standards, including the following:

- Geodetic Monumentation Manual
- Manual for Right-of-Way Management
- 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 Standard Specifications for Public Works Construction

A. Project Management –

1. Prepare a monthly progress report that will be provided to the City's Project Manager and all team members. The progress report will summarize the progress for the month, outline key tasks for the upcoming month, identify outstanding issues, and assign responsibility. Project quality reviews will be conducted throughout the project.

B. Research and Data Collection –

1. Conduct one (1) meeting with the City engineering staff and obtain pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, existing and master plan flow data, vertical control monuments, and other information available for the project area.
2. Conduct one (1) meeting with the City Project Manager to perform an on-site review and walk through. Prepare written documentation of meeting and distribute to the City's Project Manager and all team members.

C. Base Mapping –

1. Prepare base map using aerial photography, record drawings and GIS data provided by the City. Existing utility companies in the area shall be referenced by utility name (i.e. T.U. Elec., GTE Telephone, Lone Star Gas, Etc.) if known to be conflicting with the rehabilitation of the sewer. Utilities known to be in conflict will be shown based on data provided by the City and utility companies. Locating existing utilities in the field is not included. Identify street address of all adjacent properties to the proposed construction and label accordingly on the base map. Incorporate record drawings for the horizontal alignment of the existing sanitary sewer line (as provided by the City).
2. Field locate tops and tie measure down depth on all manholes.

D. Preliminary Design –

1. Evaluate three rehabilitation trenchless technologies and prepare technical memorandum with recommendations
 - Cured in place pipe
 - Spiral wound relining
 - Segmented pipe lining and/or pipe bursting
2. Conduct one (1) pre-design meeting with golf course and City staff. Provide schematic drawing during meeting. Perform a site walk with golf course representatives to identify potential golf course access points and proposed bypass pipeline corridors. Prepare written documentation of meeting and distribute to the City's Project Manager.
3. Conduct up to three (3) pre-design meetings with HOA representatives, individual residents, and City staff to notify of impending project and discuss proposed bypass pipeline corridors. Prepare written documentation of meeting and distribute to the City's Project Manager.

4. Prepare and submit four (4) sets of preliminary bid documents, preliminary estimate of probable construction cost, and preliminary bid and construction schedule in accordance with the approved rehabilitation technology. Halff will incorporate comments from technical memorandum.
 - a. Prepare the following preliminary construction plans at the engineering scale indicated.
 - Cover sheet
 - Project layout control sheet(s). Scale 1"= 100'
 - General Notes
 - Quantities of materials
 - Detail sheets
 - Construction Access, including equipment routes to proposed insertion manholes or pits.
 - Plan sheets. Drawings will be 11"x17" with a typical horizontal scale 1"= 40'. Plan sheets will include by-pass pumping schematics with pipe alignment.
 - b. Prepare and submit an outline of special technical specifications, specifically addressing special needs of golf course, Homeowner's Association (HOA), and individual residences.
 - c. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
 - d. Provide proposed bid and construction schedule to City.
5. Conduct one (1) meeting with City staff to discuss City comments on preliminary plans, specifications and cost estimates. City will distribute preliminary plans to local utility companies to obtain information regarding impacts to their facilities.
6. Conduct up to two (2) meetings with golf course and City staff. Provide preliminary design drawings and discuss proposed construction access and bypass layout. Prepare written documentation of meeting and distribute to the City's Project Manager.

E. Final Design –

1. Finalize and submit four (4) sets of pre-final construction plans, special technical specifications and special conditions, draft bid schedule, and final statement of probable construction cost to the City for review. Finalize standard and project specific details into the construction plans. Prepare additional details as required. Incorporate preliminary plan comments from City and local utility companies.
2. Conduct one (1) meeting with City staff to discuss City comments on preliminary plans, specifications and cost estimates. City will distribute preliminary plans to local utility companies to obtain information regarding impacts to their facilities.

3. Conduct up to two (2) meetings with North Texas Municipal Water District (NTMWD) and City staff to discuss construction access, project limits, and pre-final plans. Prepare written documentation of meeting and distribute to the City's Project Manager.
4. Conduct up to two (2) meetings with HOA representatives, individual residents, and City staff to discuss expectations during construction. Prepare written documentation of meeting and distribute to the City's Project Manager.
5. Conduct up to two (2) meetings with golf course and City staff. Provide pre-final design drawings and discuss remaining issues, final bypass layout, technical specifications, and expectations during construction. Prepare written documentation of meeting and distribute to the City's Project Manager.

F. Bid Phase Services –

1. Submit one (1) set of final drawings, two (2) bound copies of the bid documents, one (1) unbound original bid document set, and one (1) electronic copy of bid documents in PDF format to the City.
2. Assist the City staff in advertising for bids. Maintain a list of plan holders. Submit list of plan holders to the City.
3. Furnish bid documents to prospective bidders. The cost for these shall be recouped by non-refundable payment from contractors. Furnish plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff in conducting a pre-bid conference.
6. Assist City staff at bid opening.
7. Provide bid tabulation to the City. Evaluate the low and second low bidders. Prepare letter of recommendation to the City for awarding a contract to the lowest responsible bidder.

G. Construction Administration –

1. Assist City staff in a pre-construction conference.
2. Furnish 13 sets of final construction plans and up to six sets of the contract documents manual to the City for construction.
3. Provide written responses to requests for information or clarifications.
4. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and an electronic copy containing scanned images of the 24" x 36" 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.

II. SPECIAL SERVICES:

A. City Directed Services –

The following services will be provided on an as-needed basis as directed by the City Project Manager.

1. Easement Surveying –
 - a. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project. Submit to the City with the preliminary plan submittal.
 - b. Meet with the City staff to discuss easement and right-of-way acquisition necessary for construction of the project.
 - c. Prepare four (4) metes and bounds descriptions and temporary construction easement exhibits. Submittals include one preliminary set for review and one final set addressing City comments.
 - d. Prepare four (4) metes and bounds descriptions and permanent easement exhibits. Submittals include one preliminary set for review and one final set addressing City comments. Set new iron pins as required to locate new permanent easements.
2. Attend up to six (6) public meetings as required, in addition to those explicitly listed in the Basic Services with the golf course, Homeowner's Association, and NTMWD. Meetings could include additional meetings with the golf course, HOA, and NTMWD or meetings with individual residences as directed by the City's Project Manager. Prepare written documentation of meeting and distribute to the City's Project Manager.
3. Provide up to eight (8) total construction progress site visits by the design engineer with a written observation report submitted to the City for each visit.

EXCLUSIONS:

A. The following is a list of items which are not included in this proposal, but can be provided by Halff Associates, if needed.

- CCTV Inspection
- Condition Assessment of existing pipe.
- Geotechnical consulting services.
- Quality control and material testing services during construction.
- Environmental impact statements, permitting and/or assessments.
- Construction staking.
- Construction inspection services.
- Certification that the project is constructed in accordance with the construction documents.
- Construction administration, except as specifically identified under Section I of this proposal.
- Design of new aerial crossings.
- Stream bank stabilization and erosion control design.
- Surveying services for design, except as may be required for realignment design of the interceptor.
- Services associated with flowrate calculations, sewershed delineation, flowrate measurements, and sizing of interceptor (to be provided by the City).
- Design of lateral pipes connecting to the proposed sewer interceptor.

ASSUMPTIONS:

A. The following is a list of assumptions Halff Associates made when establishing the scope of this project.

- Capacity of the interceptors will be sufficient for peak flows after rehabilitation. Or, the City will provide ultimate peak master plan flows through the interceptors.

EXHIBIT B

**PRELIMINARY SCHEDULE FOR
WHITE ROCK CREEK & PRAIRIE CREEK SEWER MAINS REHAB
CITY OF PLANO, TX
PROJECT No. 6432**

| Task | Duration | Start Date | Finish Date |
|--|-----------------|---------------------|---------------------|
| Plano City Council Award | 0 days | Mon 5/12/14 | Mon 5/12/14 |
| Design Notice to Proceed | 5 days | Mon 5/12/14 | Fri 5/16/14 |
| Research and Data Collection | 7 days | Tue 5/27/14 | Wed 6/4/14 |
| Kickoff Meeting and Data Collection | 1 day | Tue 5/27/14 | Tue 5/27/14 |
| Perform Site Walk with City | 1 day | Wed 6/4/14 | Wed 6/4/14 |
| Base Mapping | 17 days | Tue 5/27/14 | Wed 6/18/14 |
| Prepare Base Maps | 10 days | Thu 6/5/14 | Wed 6/18/14 |
| Locate Manhole Tops in Field | 15 days | Tue 5/27/14 | Mon 6/16/14 |
| Preliminary Design | 65 days | Thu 6/5/14 | Wed 9/3/14 |
| Prepare Preliminary Rehab Options Tech Memo | 5 days | Thu 6/5/14 | Wed 6/11/14 |
| City Review | 5 days | Thu 6/12/14 | Wed 6/18/14 |
| Finalize Rehab Options Tech Memo | 5 days | Thu 6/19/14 | Wed 6/25/14 |
| Conduct Pre-Design Meetings with Stakeholders | 20 days | Thu 6/26/14 | Wed 7/23/14 |
| Prepare and Submit Preliminary Bid Documents | 30 days | Thu 6/26/14 | Wed 8/6/14 |
| City Review and Meeting | 10 days | Thu 8/7/14 | Wed 8/20/14 |
| Conduct Preliminary Design Review Meetings with Golf Course | 10 days | Thu 8/21/14 | Wed 9/3/14 |
| Final Design | 60 days | Thu 9/4/14 | Wed 11/26/14 |
| Finalize and Submit Pre-Final Bid Documents | 20 days | Thu 9/4/14 | Wed 10/1/14 |
| City Review and Meeting | 10 days | Thu 10/2/14 | Wed 10/15/14 |
| Conduct Final Design Review Meetings with Stakeholders | 30 days | Thu 10/16/14 | Wed 11/26/14 |
| Bid Phase Services | 34 days | Thu 11/27/14 | Tue 1/13/15 |
| Submit Final Bid Documents | 10 days | Thu 11/27/14 | Wed 12/10/14 |
| Advertise for Bid and Prepare Addenda | 18 days | Thu 12/11/14 | Mon 1/5/15 |
| Conduct Pre-Bid Conference | 1 day | Fri 12/19/14 | Fri 12/19/14 |
| Receive Bids | 1 day | Tue 1/6/15 | Tue 1/6/15 |
| Tabulate Bids, Research Bidders, and Provide Recommendation Letter | 5 days | Wed 1/7/15 | Tue 1/13/15 |
| Construction Administration | 208 days | Mon 1/26/15 | Wed 11/11/15 |
| Plano City Council Award | 1 day | Mon 1/26/15 | Mon 1/26/15 |
| Prepare and Execute Construction Contract | 10 days | Tue 1/27/15 | Mon 2/9/15 |
| Furnish Construction Documents | 5 days | Tue 2/10/15 | Mon 2/16/15 |
| Conduct Pre-Construction Conference | 1 day | Tue 2/17/15 | Tue 2/17/15 |
| Construction NTP | 1 day | Wed 2/18/15 | Wed 2/18/15 |
| Construction | 180 days | Thu 2/19/15 | Wed 10/28/15 |
| Respond to RFIs | 180 days | Thu 2/19/15 | Wed 10/28/15 |
| Prepare Record Drawings | 10 days | Thu 10/29/15 | Wed 11/11/15 |

Duration is shown in working days. A working day is defined as Monday through Friday, excluding City of Plano Holidays.

EXHIBIT C

**PAYMENT SCHEDULE FOR
WHITE ROCK CREEK & PRAIRIE CREEK SEWER MAINS REHAB
CITY OF PLANO, TX
PROJECT No. 6432**

| | |
|----------------------------------|------------------|
| BASIC SERVICES: | |
| A. Project Management | \$16,308 |
| B. Research and Data Collection | \$6,464 |
| C. Base Mapping | \$23,488 |
| D. Preliminary Design | \$133,381 |
| E. Final Design | \$99,652 |
| F. Bid Phase Services | \$21,834 |
| G. Construction Administration | \$22,688 |
| BASIC SERVICE SUBTOTAL | \$323,815 |
| SPECIAL SERVICES: | |
| A. City Directed Services | \$74,280 |
| SPECIAL SERVICES SUBTOTAL | \$74,280 |
| TOTAL FEE | \$398,095 |

EXHIBIT "D"
ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

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

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

| | | | |
|--|--|---|---------------|
| PRODUCER Bell Insurance Agency 16980 Dallas Parkway Dallas, TX 75248 | | CONTACT NAME: Candy Goehring PHONE (A/C, No, Ext): 972.581.4915 FAX (A/C, No): 972.581.4916 E-MAIL ADDRESS: cgoehring@bellgroup.com | |
| | | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | | INSURER A: Massachusetts Bay | 22306 |
| INSURED Half Associates, Inc. 1201 N. Bowser Richardson, TX 75081 | | INSURER B: Allmerica Financial Benefit | 41840 |
| | | INSURER C: The Hanover Ins. Co. | 22292 |
| | | INSURER D: ACE American Ins. Co. | 22667 |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER: 13/14 Master 2MIL Prof** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|---|---------------|-------------------------|-------------------------|--|
| A | GENERAL LIABILITY | | | ZDDA051278 | 07/12/2013 | 07/12/2014 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | MED EXP (Any one person) \$ 10,000 |
| | <input checked="" type="checkbox"/> Contractual Liab. | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE \$ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | | | | | | | \$ |
| B | AUTOMOBILE LIABILITY | | | AWDA051300 | 07/12/2013 | 07/12/2014 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB | | <input checked="" type="checkbox"/> OCCUR | UHDA051287 | 07/12/2013 | 07/12/2014 | EACH OCCURRENCE \$ 5,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | | <input type="checkbox"/> CLAIMS-MADE | | | | AGGREGATE \$ 5,000,000 |
| | <input type="checkbox"/> DED | <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | W2DA028649 | 07/12/2013 | 07/12/2014 | <input checked="" type="checkbox"/> WC STATUTORY LIMITS |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y/N | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| D | Professional Liability Claims Made Policy | | | EONG21673845 | 07/12/2013 | 07/12/2014 | \$2,000,000 Per Claim Limit \$2,000,000 Aggregate Limit |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: #1008-14-9454; The City of Plano, its elected and appointed officials, agents, volunteers, and employees are included as additional insured as respects general and auto liability if required by written contract. General liability is primary non-contributory if required by written contract. Waiver of subrogation applies to the same as respects workers compensation if required by written contract. 30 day notice of cancellation except for 10 days non pay.

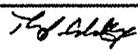
| | |
|--|---|
| CERTIFICATE HOLDER City of Plano Attn.: Shahrzad Tavana, PE P. O. Box 860358 Plano, TX 75086-0358 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  Thomas J. Ashley/CANDY |

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Halff Associates, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Halff Associates, Inc. is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

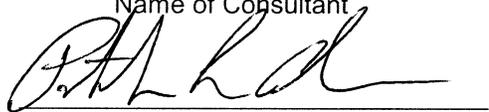
"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

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.

Halff Associates, Inc.

Name of Consultant

By:



Signature

Patrick Lee Acker, PE, RPLS

Print Name

Vice President

Title

April 18, 2014

Date

STATE OF TEXAS

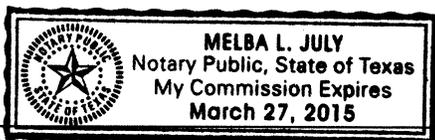
§

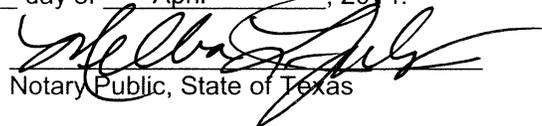
COUNTY OF DALLAS

§

§

SUBSCRIBED AND SWORN TO before me this 18th day of April, 2014.




Notary Public, State of Texas