



**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:	05/14/12
Department:	Public Works
Department Head:	Gerald P. Cosgrove
Agenda Coordinator (include phone #): <b>Linda Sweeney (7157)</b> <span style="float:right"><b>Project No. 6072</b></span>	

**CAPTION**

To approve a Professional Services Agreement by and between the City of Plano and VRX, Inc., in the amount of \$71,400, for the Drainage Study – Spring Creek Parkway, Ranch Estates & Los Rios Addition project and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE     OPERATING EXPENSE     REVENUE     CIP

FISCAL YEAR: <b>2011-12</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	75,000	0	<b>75,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	-71,400	0	<b>-71,400</b>
BALANCE	0	3,600	0	<b>3,600</b>

**FUND(S):** MUNICIPAL DRAINAGE CIP

**COMMENTS:** Funds are included in the FY 2011-12 Municipal Drainage CIP. This item, in the amount of \$71,400, will leave a current year blance of \$3,600 for the Spring Creek Parkway, Ranch Estates & Los Rios Addition project.

**STRATEGIC PLAN GOAL:** A Drainage Study for Spring Creek Parkway, Ranch Estates & Los Rios Addition relate to the City's Goal of Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

This agreement is for engineering services for the Drainage Study – Spring Creek Parkway, Ranch Estates & Los Rios Addition project to include providing a topographic survey, drainage analysis of the existing drainage conditions and recommendations for improvements at the following five locations in the City of Plano:

- Spring Creek Parkway – From Rainier Road to Green Oaks Drive, along the westbound lanes.
- Spring Creek Parkway – Brougham Lane to Mission Ridge Road, along the westbound lanes.
- Ranch Estates – Ranch Estates Drive from San Gabriel Drive to Merriman Drive, Ranch Estates Circle, and at the rear of Lots 6 thru 11.
- Plano Parkway – From the intersection with Data Drive 1,200 feet east, along the westbound lanes.
- Los Rios Addition, Phase I – The alley drainage and collection system between Los Rios Boulevard and Fresno Road within this subdivision.

The contract fee is for \$71,400.00 and is detailed as follows:



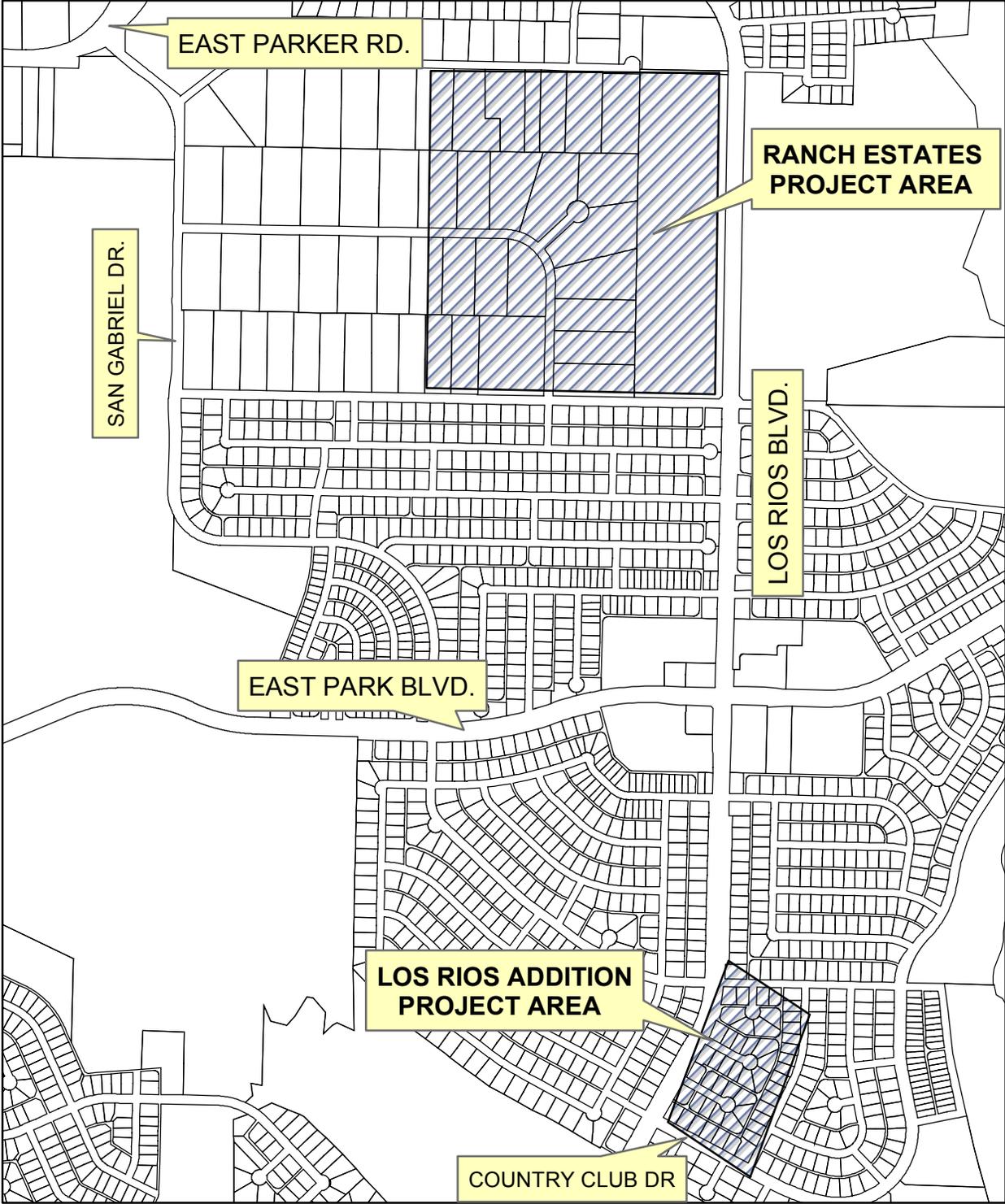
**CITY OF PLANO  
COUNCIL AGENDA ITEM**

Engineering Analysis	\$ 19,186
Surveying	\$ 49,850
Direct Expenses	\$2,364
<b>TOTAL</b>	<b>\$71,400</b>

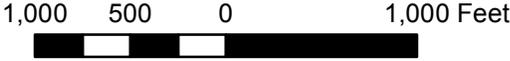
List of Supporting Documents: Location Maps; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A
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# DRAINAGE STUDY - SPRING CREEK PARKWAY, RANCH ESTATES & LOS RIOS ADDITION

PROJECT No. 6072



CITY OF PLANO  
PUBLIC WORKS ENGINEERING DIVISION

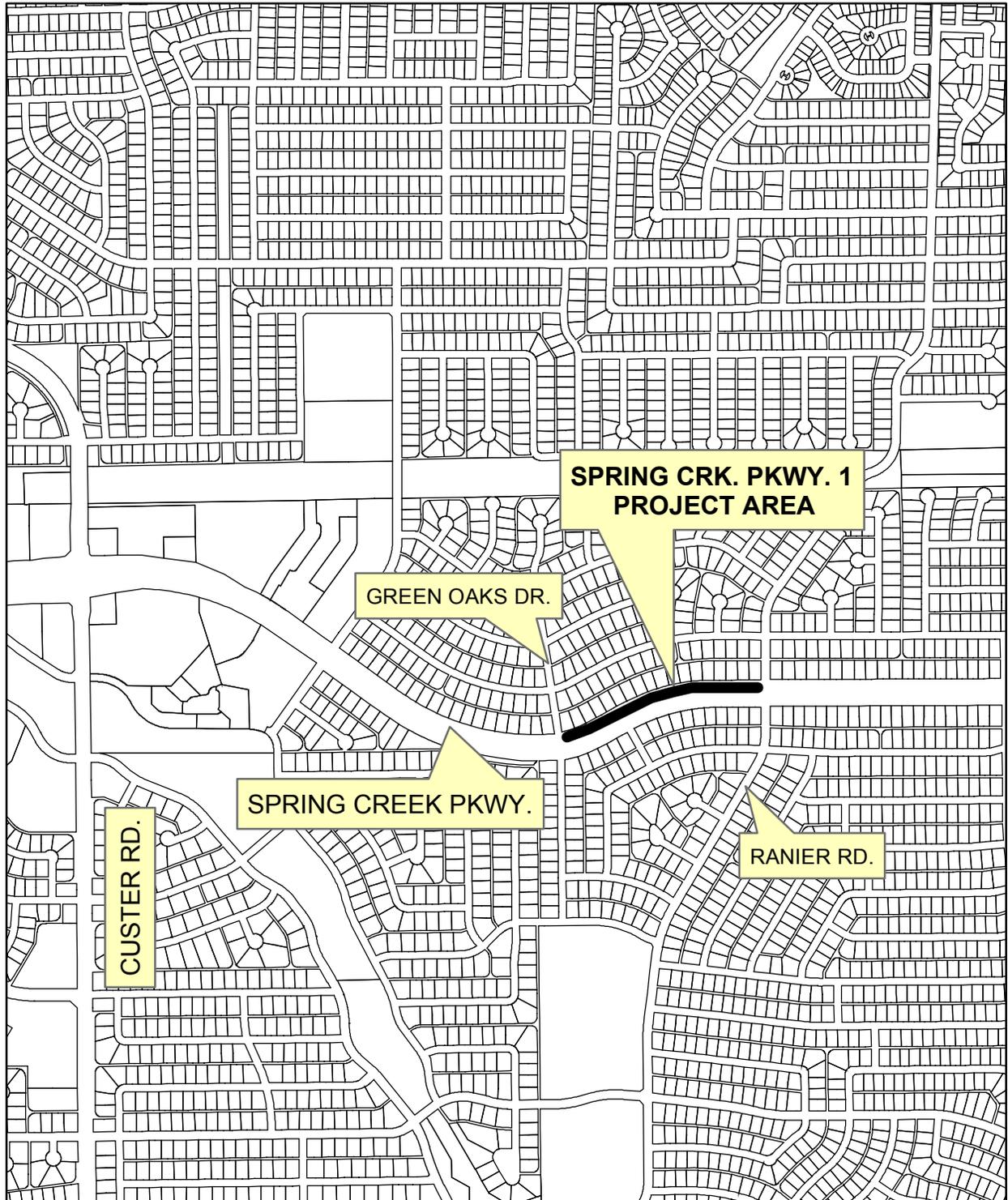


1 inch = 1,000 feet



# DRAINAGE STUDY - SPRING CREEK PARKWAY, RANCH ESTATES & LOS RIOS ADDITION

PROJECT No. 6072



CITY OF PLANO  
PUBLIC WORKS ENGINEERING DIVISION

1,000 500 0 1,000 Feet

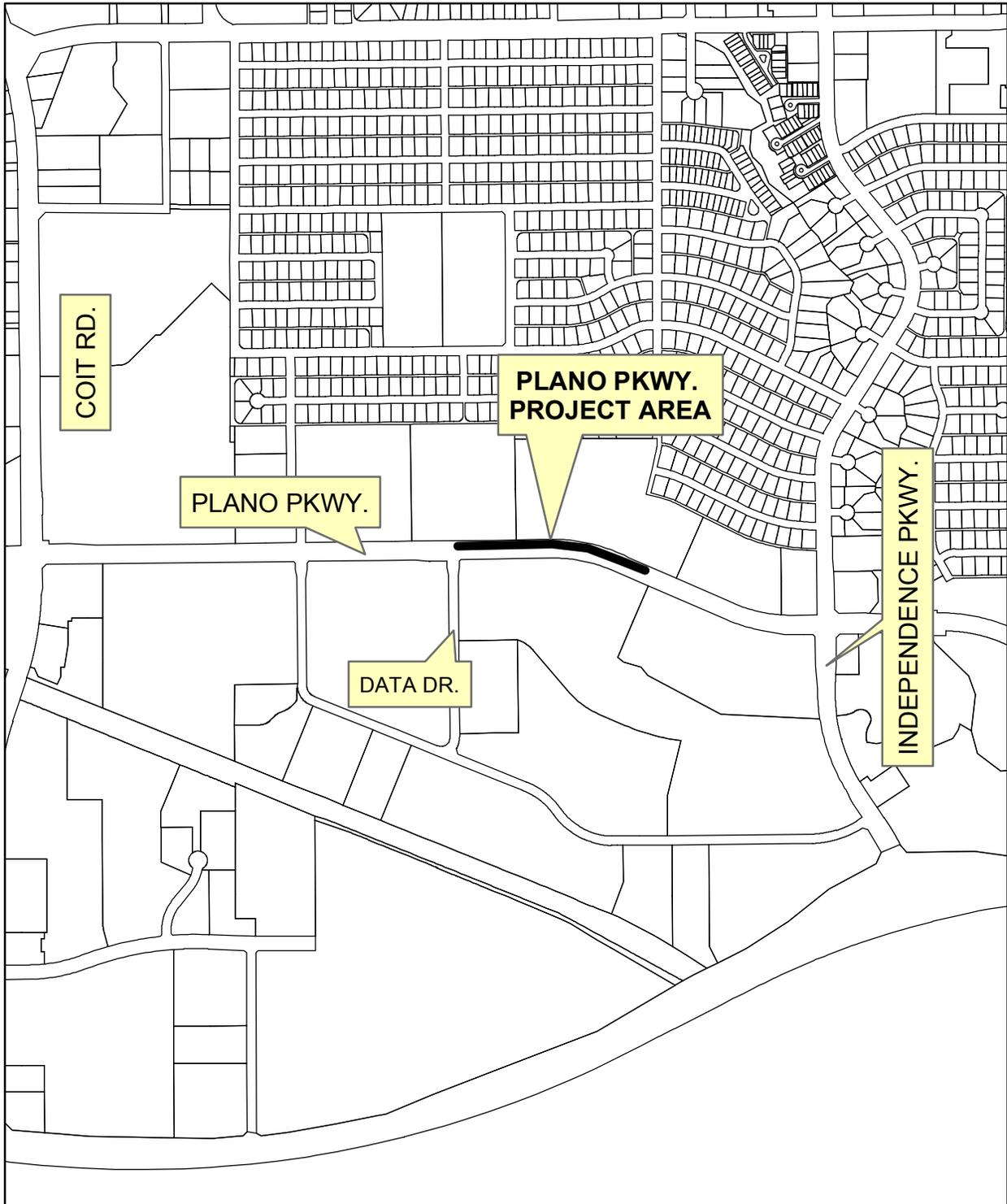


1 inch = 1,000 feet



# DRAINAGE STUDY - SPRING CREEK PARKWAY, RANCH ESTATES & LOS RIOS ADDITION

PROJECT No. 6072



CITY OF PLANO  
PUBLIC WORKS ENGINEERING DIVISION

1,000 500 0 1,000 Feet

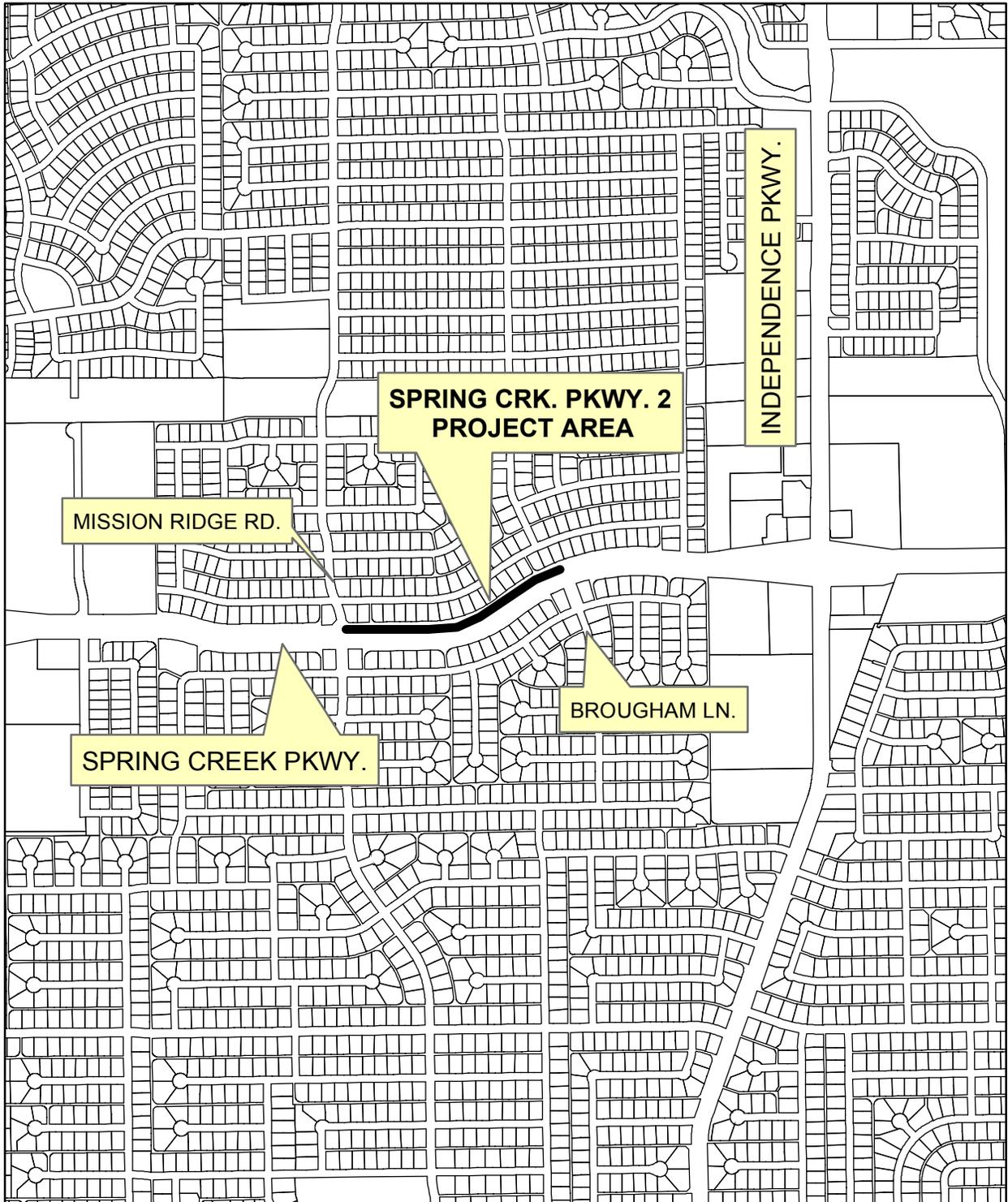


1 inch = 1,000 feet



# DRAINAGE STUDY - SPRING CREEK PARKWAY, RANCH ESTATES & LOS RIOS ADDITION

PROJECT No. 6072



CITY OF PLANO  
PUBLIC WORKS ENGINEERING DIVISION

1,000 500 0 1,000 Feet



1 inch = 1,000 feet



**DRAINAGE STUDY – SPRING CREEK PARKWAY,  
RANCH ESTATES & LOS RIOS ADDITION**

**PROJECT NO. 6072**

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

**W I T N E S S E T H:**

**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 **DRAINAGE STUDY – SPRING CREEK PARKWAY, RANCH ESTATES & LOS RIOS ADDITION** 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 Department, Suite 250  
P.O. Box 860358  
Plano, TX 75086-0358  
Attn: Lee D. Stimpson

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

VRX, Inc.  
2500 N. Dallas Parkway, Suite 450  
Plano, TX 75093  
Attn: Jon C. King

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.

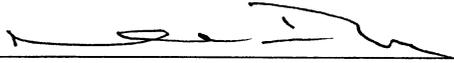
G. Authority to Sign:

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.

**VRX, INC.**  
A Texas Corporation

DATE: APRIL 18, 2012

BY:   
Noelle Ibrahim, P.E.  
PRESIDENT

**CITY OF PLANO, TEXAS**

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

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

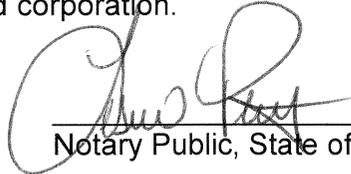
**APPROVED AS TO FORM:**

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

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the 18<sup>th</sup> day of April, 2012, by **NOELLE IBRAHIM, P.E., PRESIDENT** of **VRX, INC.**, a **TEXAS** corporation, on behalf of said corporation.

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

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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**

**DRAINAGE STUDY -  
SPRING CREEK PARKWAY, RANCH ESTATES &  
LOS RIOS ADDITION  
PROJECT NUMBER 6072  
CIP NUMBER 26-71131**

**PROJECT DESCRIPTION:**

Provide a topographic survey, drainage analysis of the existing drainage conditions and recommendations for improvements at the following five locations in the City of Plano:

- Spring Creek Parkway – From Rainier Road to Green Oaks Drive, along the westbound lanes.
- Spring Creek Parkway – Brougham Lane to Mission Ridge Road, along the westbound lanes.
- Ranch Estates – Ranch Estates Drive from San Gabriel Drive to Merriman Drive, Ranch Estates Circle, and at the rear of Lots 6 thru 11.
- Plano Parkway – From the intersection with Data Drive 1200 feet east, along the westbound lanes.
- Los Rios Addition, Phase I – The alley drainage and collection system between Los Rios Boulevard and Fresno Road within this subdivision.

**A. Research and Data Collection**

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, aerial topography information, GIS data, and other information available for the project areas.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through of each area.
3. This project shall be designed in accordance with the following:  
**City of Plano:**
  - Geodetic Monumentation Manual
  - Manual for Right-of-Way Management
  - Storm Drainage Design Manual
  - Standard Construction Details Survey –
4. Topographic Surveys shall include:
  - 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.
  - Establish horizontal and vertical project control monumentation.
  - Within the survey limits tie property lines and corners, buildings, fence lines, 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. OnCor Elec., Verizon Telephone, Atmos Gas, Etc.). Data shall be provided at no more than 25 feet apart.

- 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 analysis.

## **BASIC DRAINAGE ANALYSIS SERVICES:**

### **A. Spring Creek Parkway – From Rainier Road to Green Oaks Drive**

1. Perform topographic survey on the westbound lanes from back of curb to back of curb within the limits indicated.
2. Prepare a 24" x 36" or 30" x 42" topographic map of the area surveyed at a scale of 1" = 20' and showing existing contours at a two-tenths foot interval tied to the City of Plano's existing vertical control network and benchmarks.
3. Identify areas that would appear to pond water or concentrate flow across the traffic lanes.

### **B. Spring Creek Parkway – Brougham Lane to Mission Ridge Road**

1. Perform topographic survey on the westbound lanes from back of curb to back of curb within the limits indicated.
2. Prepare a 24" x 36" or 30" x 42" topographic map of the area surveyed at a scale of 1" = 20' and showing existing contours at a two-tenths foot interval tied to the City of Plano's existing vertical control network.
3. Identify areas that would appear to pond water or concentrate flow across the traffic lanes.

### **C. Ranch Estates –**

1. Obtain right-of entry permissions for topographic surveying on the affected properties.
2. Perform topographic survey of the existing 15 foot drainage easement at the rear of Lots 6 – 11 of Ranch Estates, the existing 20 foot drainage easement between Lots 11 and 12 of Ranch Estates, and the existing 20 sanitary sewer easement on the properties immediately north of the Ranch Estates subdivision. Also obtain the invert elevations and pipe sizes of the two existing drainage inlets in Ridgetop Lane just west of Flintstone Drive, the invert and pipe size of the drainage inlets along the south and west property lines of the property at 3401 Los Rios Boulevard, the invert elevation of the box culverts under Los Rios Boulevard, and locations plus ground elevation shots at up to six locations to be determined between the Ranch Estates subdivision and Los Rios Boulevard.
3. Provide a ditch flowline profile for the ditches on each side of the Ranch Estates Drive right-of-way from San Gabriel Drive to Merriman Drive and the Ranch Estates Circle right-of-way. Spot elevations shall be provided at no

more than 25 feet apart, at upstream culvert inverts, at downstream culvert inverts, at top of driveways, and at obvious high and low points.

4. Using the City's existing GIS information and the additional detailed survey data collected, prepare a 30" x 42" schematic drainage planning map for the area from Los Rios Boulevard to San Gabriel Drive at an engineering scale of 1" = 100'. The schematic drainage planning map shall include the following:
  - The City's 2009 aerial photo as a background. May be screened for clarity.
  - City GIS layers for property lines, sanitary sewers, water, storm drains and aerial ground contours.
  - North arrow, legend and graphic scale bar.
  - Surveyed spot elevations and storm drain pipe sizes.
  - Street names.

**D. Plano Parkway east of Data Drive –**

1. Perform topographic survey on the westbound lanes from back of curb to back of curb within the limits indicated.
2. Prepare a 24" x 36" or 30" x 42" topographic map of the area surveyed at a scale of 1" = 20' and showing existing contours at a two-tenths foot interval tied to the City of Plano's existing vertical control network.
3. Identify areas that would appear to pond water or concentrate flow across the traffic lanes.

**E. Los Rios Addition, Phase I –**

1. Confirm the existing drainage area maps compared to existing site conditions and calculate the flow capacity of the existing alleys using existing record drawings and aerial topography. Field work will be limited to confirming inlet locations, inlet sizes, pipe sizes, flow patterns at existing alley or alley-street intersections, and drainage boundary limits.
2. Prepare a new drainage area map for the alleys utilizing the City's aerial topography, the additional survey information and in accordance with the City's current drainage ordinance.
3. Identify areas where the alley drainage capacity appears to be exceeded.

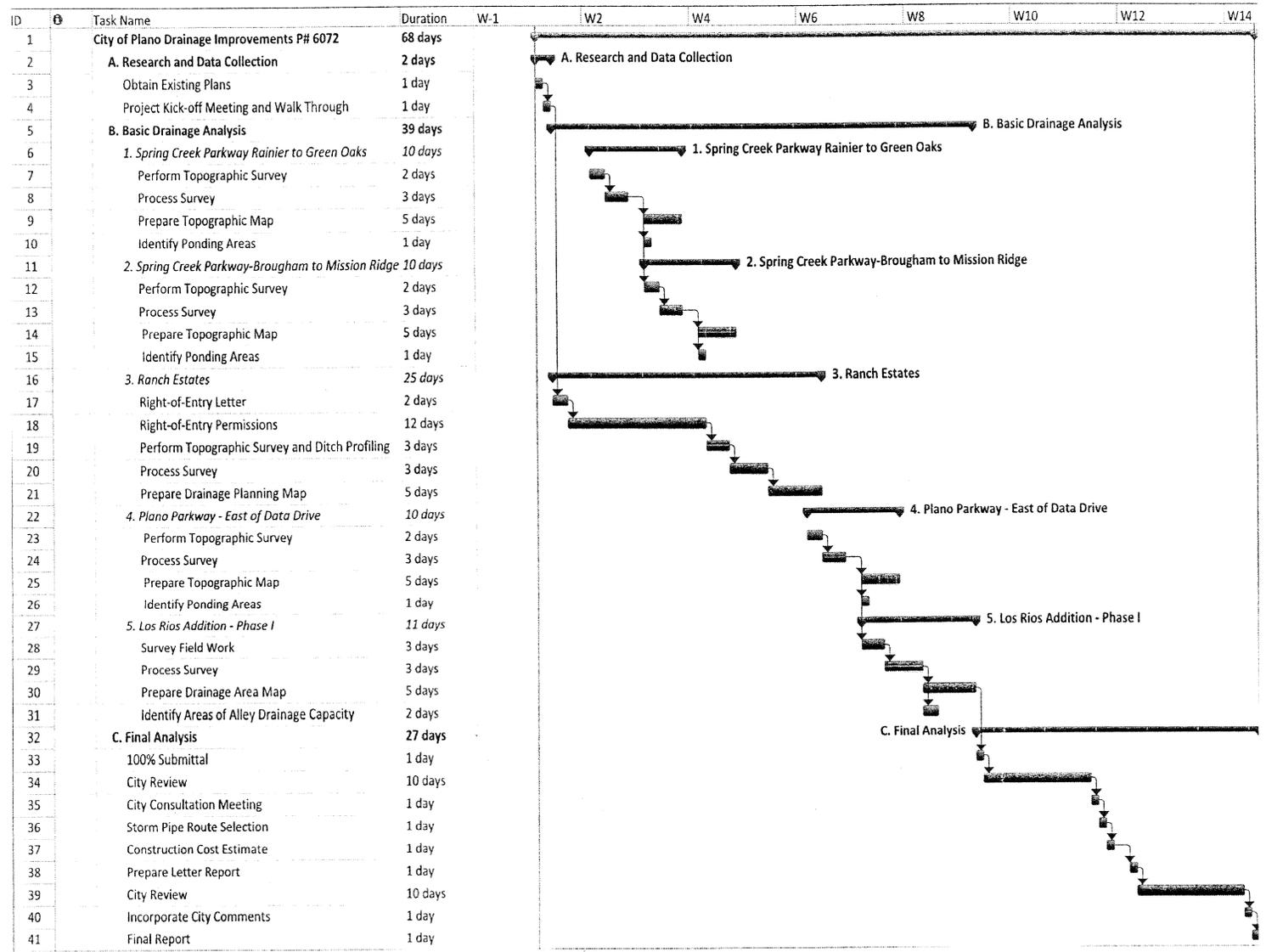
**F. Final Analysis**

1. For the five locations listed in Items A – E above, submit three copies of map information and identified problem areas to the City for Staff review.
2. Attend a consultation meeting with City Staff to define up to three alternatives for Items C and E listed above and to receive the City's preferred repairs for Items A, B & D above.
3. Compare the selected alternatives for items C and E based on estimated construction costs and estimated new easements required for installation. Prepare a construction cost estimate for each of the preferred repairs for Items A, B & D. Cost estimates shall be prepared using historical bid tabulations provided by the City.

4. Prepare a letter report summarizing the findings of the analysis and the construction cost estimates. In the report indicate any problem areas and conflicts for each alternative that cannot be thoroughly evaluated within the scope of this project (e.g. underground utility conflicts).
5. If new pipe systems are required, coordinate the route selection with City Staff prior to preparing the cost estimates.
6. Submit a draft copy of a letter report on the results of the comparisons for Items C and E to the City for review and comment.
7. Incorporate City review comments into the final letter report and submit two copies of the final report, signed, sealed and dated.

Drainage Study -  
 Spring Creek Parkway, Ranch Estates &  
 Los Rios Addition  
 Project Number 6072  
 CIP Number 26-71131

EXHIBIT "B"  
 SCHEDULE OF WORK



**EXHIBIT C**

**PAYMENT SCHEDULE**

(All fees T & M not to exceed without prior approval)

**DRAINAGE STUDY -  
SPRING CREEK PARKWAY, RANCH ESTATES &  
LOS RIOS ADDITION  
PROJECT NUMBER 6072  
CIP NUMBER 26-71131**

**BASIC SERVICES:**

A . Research and Data Collection	\$ 5,152.00
B . Spring Creek Parkway (Rainer Road to Green Oaks) Drainage Study	\$ 9,114.00
C . Spring Creek Parkway (Bougham Lane to Mission Ridge) Drainage Study	\$ 9,564.00
D . Ranch Estates Drainage Study	\$ 22,283.00
E . Plano Parkway (East of Data Drive) Drainage Study	\$ 7,764.00
F . Los Rios Addition, Phase 1 Drainage Study	\$ 14,729.00
G . Final Analysis and Report	\$ 2,794.00

**TOTAL BASIC SERVICES FEE** **\$ 71,400.00**

**EXHIBIT "D"**

**ENGINEERING**

**INSURANCE**

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

**1. General Insurance Requirements:**

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

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

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

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

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

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

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

#### Professional Errors and Omissions

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

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

# ENGINEERING

## City of Plano - Insurance Checklist

("X" means the coverage is required.)

### Coverages Required

### Limits (Figures Denote Minimums)

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



