



**CITY OF PLANO
COUNCIL AGENDA ITEM**

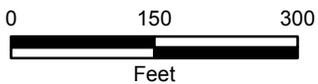
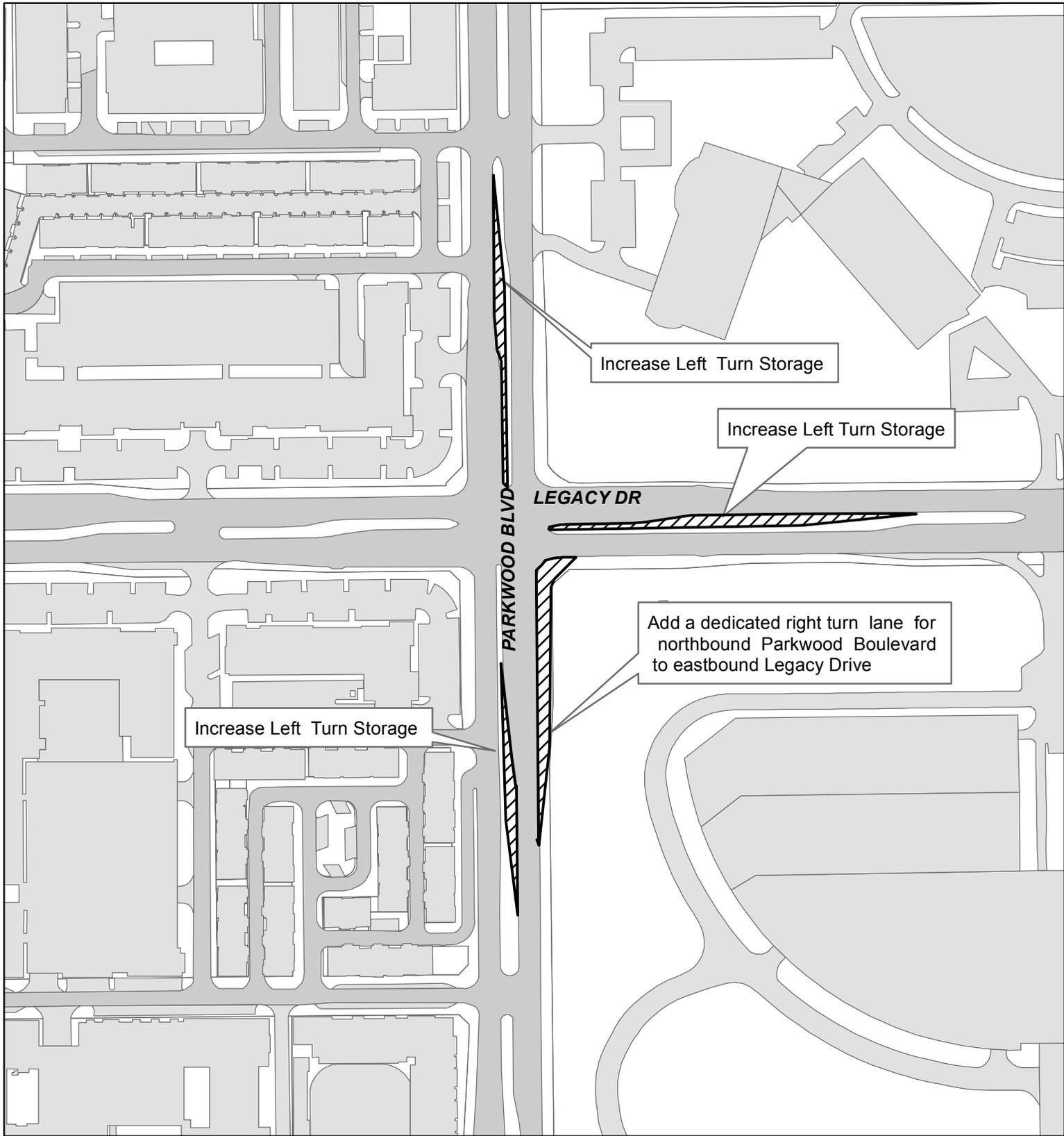
CITY SECRETARY'S USE ONLY					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		06/08/15			
Department:		Engineering			
Department Head:		Jack Carr, PE			
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)		
			Project No. 6610		
CAPTION					
To approve a Professional Services Agreement by and between the City of Plano and R-Delta Engineers, Inc., in the amount of \$138,840, for Legacy Drive at Parkwood Boulevard and Coit Road between SH 190 and Mapleshade Lane Paving Improvements 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:	2014-15, 2015-16	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget		0	132,000	900,000	1,032,000
Encumbered/Expended Amount		0	0	0	0
This Item		0	-120,000	-18,840	-138,840
BALANCE		0	12,000	881,160	893,160
FUND(S): STREET IMPROVEMENTS CIP					
<p>COMMENTS: Funding is available in the 2014-15 Street Improvements CIP for this item. Professional design and engineering services for this project, in the amount of \$138,840, will leave a projected project balance of \$893,160 available for future expenditures on this project or other street improvement projects.</p> <p>STRATEGIC PLAN GOAL: Obtaining professional engineering services to design and oversee construction of capital projects relates to the City's goal of a Financially Strong City with Service Excellence.</p>					
SUMMARY OF ITEM					
This project includes engineering services necessary for the Legacy Drive at Parkwood Boulevard and Coit Road Between SH 190 and Mapleshade Lane Paving Improvements Project. This project is at two separate locations and includes the following work:					
Coit Road between SH 190 and Mapleshade <ul style="list-style-type: none"> ○ Add a continuous southbound deceleration/right-turn lane from SH 190 to Mapleshade 					
Legacy Drive at Parkwood Boulevard <ul style="list-style-type: none"> ○ Add left-turn lanes ○ Add right-turn lanes 					
The contract fee is for \$138,840.00 and is detailed as follows:					
Basic Services					
	1. Research and Data Collection			\$500.00	
	2. Design Survey			\$11,200.00	



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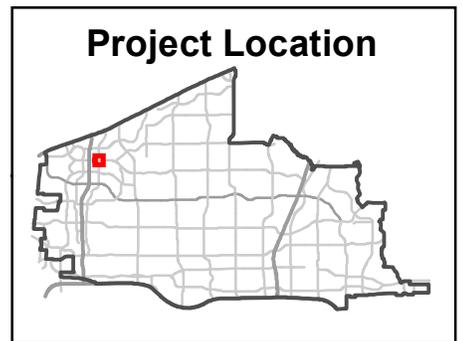
3.	Subsurface Utility Engineering (Level C & B)	\$6,590.00
4.	Legacy/Parkwood Signal Assessment	\$2,500.00
5.	Legacy/Parkwood Paving Profile (Rideability) Assessment	\$2,500.00
6.	Preliminary Design	\$62,500.00
7.	Final Design	\$22,500.00
8.	Bid Phase	\$2,500.00
9.	Construction Administration	\$3,500.00
10.	Construction Control Survey	\$1,500.00
	Total Basic Fee	\$115,790.00
11.	Special Services	
	a. Geotechnical Investigation/Report (Terracon)	\$3,500.00
	b. Subsurface Utility Engineering (Level A – Estimate)	\$8,000.00
	c. Right-of-Way Documents (1 @ \$750.00/ea.)	\$750.00
	d. Temporary Easement Documents (2 @ \$400.00/ea.)	\$800.00
	e. Permanent Easement Documents (5 @ \$400.00/ea.)	\$2,500.00
	f. Landscape and Irrigation Plans and Details (Estimate)	\$7,500.00
	Total Special Services	\$23,050.00
	TOTAL FEE	\$138,840.00
List of Supporting Documents: Location Maps, Agreement		Other Departments, Boards, Commissions or Agencies N/A

husainh.Z\ENGINEER\Husain_Hamza\6610-Intersection Imp_2015\6610-Intersection Imp -Master Copy\3.0 Design\3.1 Correspondence\3.1.1 Consultant\LOCATION MAP B.mxd



1 inch = 200 feet

**LEGACY DRIVE AT PARKWOOD BOULEVARD
PAVING IMPROVEMENTS
PROJECT NO. 6610**



**LEGACY DRIVE AT PARKWOOD BOULEVARD
COIT ROAD BETWEEN SH 190 AND MAPLESHADE LANE
PAVING IMPROVEMENTS**

PROJECT NO. 6610

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

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **LEGACY DRIVE AT PARKWOOD BOULEVARD COIT ROAD BETWEEN SH 190 AND MAPLESHADE LANE PAVING IMPROVEMENTS** 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 THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO

PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE NEGLIGENCE OF THE CITY AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Engineering Department, Suite 250
Attn: Husain Hamza, P.E.
P.O. Box 860358
Plano, TX 75086-0358

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

R-Delta Engineers, Inc.
Attn: Frank A. Polma, P.E.
618 Main Street
Garland, TX 75040

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.

R-DELTA ENGINEERS, INC.
A Texas Corporation

DATE: 5/22/15

BY: 
Frank A. Polma, P.E.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 22nd day of May, 2015, by **FRANK A. POLMA, P.E., PRESIDENT of R-DELTA ENGINEERS, 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 _____, 2015, 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

**EXHIBIT A
SCOPE OF SERVICES**

**LEGACY DRIVE AT PARKWOOD BOULEVARD
COIT ROAD BETWEEN WB SH190 AND MAPLESHADE LANE
PAVING IMPROVEMENTS
PROJECT NUMBER 6610
C.I.P. NUMBER 31153**

PROJECT DESCRIPTION:

- A. Evaluate profile of Parkwood Boulevard through the Legacy Drive intersection and recommend modifications to improve rideability
- B. Construct the following paving improvements at the intersection of Legacy Drive and Parkwood Boulevard:
 - a. Additional left turn lane for westbound Legacy Drive to southbound Parkwood Boulevard (300' storage, 150' transition)
 - b. Additional left turn lane for southbound Parkwood Boulevard to eastbound Legacy Drive (300' storage, 150' transition)
 - c. Extension of existing left turn lane for northbound Parkwood Boulevard to westbound Legacy Drive (300' storage, 150' transition)
 - d. Dedicated right turn lane for northbound Parkwood Boulevard to eastbound Legacy Drive (200' storage, 150' transition)
 - e. Tapered paving width transition at northbound Parkwood Boulevard outside lane (approximately 250' in length)
 - f. New Barrier Free Ramp at SE corner of intersection
 - g. Modify Barrier Free Ramp at NE corner of intersection
 - h. Stamped concrete paving at southbound Parkwood Boulevard left turn median
 - i. Breakback and reconstruct nose at northbound Parkwood Boulevard median as necessary for crosswalk construction
 - j. New 12-foot wide Hike & Bike Trail adjacent to northbound Parkwood Boulevard from Legacy Drive to north line of USAA property including barrier free ramps at USAA driveways
 - k. Crosswalk pavement markings at north, south and east sides of intersection
 - l. New permanent pavement markings as necessary
- C. Modification and reconstruction of traffic signals at Legacy/Parkwood intersection as necessary to accommodate paving improvements and provide compliance with current applicable standards and requirements
- D. Addition of conduit system and cabling for fish eye camera at Legacy/Parkwood intersection (camera to be installed by City personnel)
- E. Installation of new fire hydrants at southeast and southwest corners of intersection, relocation of existing fire hydrant at northeast corner of intersection if necessary

- F. Irrigation system adjustments in Legacy Drive and Parkwood Boulevard medians (limits to be determined)
- G. Street light relocations as necessary at Parkwood Boulevard medians
- H. Permanent pavement markings including crosswalks, stop bars, lane buttons and “Puppy track” pavement markings in the Legacy/Parkwood intersection. The “Puppy track” left turn movements across the intersection will be evaluated with the current version of AutoTurn software using a WB-50 vehicle template
- I. Construct the following paving improvements at Coit Road between westbound SH190 service road and Mapleshade Lane:
 - a. Continuous deceleration lane on Coit Road for southbound traffic (900’ approximate total length) with new adjacent sidewalk
 - b. Deceleration lane for northbound Coit Road at existing Market Plaza shopping center driveway (driveway located approximately 550 feet north of SH190 WB service road – 80’ storage, 120’ transition)
 - c. Reconstruction of Barrier Free Ramps as necessary for deceleration lane construction
 - d. Median nose modifications at Coit/WB SH190 intersection for continuous pedestrian crosswalk
 - e. Crosswalk pavement markings at Coit/WB SH190 intersection
 - f. New permanent pavement markings as necessary
- J. Storm sewer inlet relocations as necessary for Coit Road deceleration lane construction
- K. Fire hydrant relocations as necessary for Coit Road paving improvements
- L. Landscape and irrigation improvements in Coit Road parkways adjacent to deceleration lanes (limits to be determined)

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following where applicable:
 - Geodetic Monumentation Manual
 - Manual for Right-of-Way Management
 - Storm Drainage Design Manual
 - Stream Bank Stabilization Manual
 - Erosion & Sediment Control Manual
 - Thorough Fare 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

Sample Plan Set

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

B. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, site development record drawings, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Obtain and review City of Plano Parks Department schematic plans for Parkwood/Legacy 12-foot wide trail

C. Design Survey –

1. Establish horizontal and vertical control networks and project control baselines for the project sites. The networks and baselines are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monuments for use in construction.
3. Perform high precision laser scanning of project limits for use in preparation of topographic mapping and digital terrain models. Laser scanning will be augmented with conventional total station survey techniques where necessary to collect the required data.
4. Tie right-of-way lines and corners, property lines and corners/monuments, easements, buildings, landscape areas, fence lines, trees, edges of pavements, street lights, traffic signals, pullboxes, and all other visible surface features to the project control baselines. Existing utility structures shall be located and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Etc.).
5. Partial boundary survey of USAA property for use in preparation of easement survey documents for future 12-foot wide Legacy Drive and Parkwood Boulevard Hike and Bike Trail
6. Vertical topographic information tying pavement, drives, storm drain and sanitary sewer manholes (top and inverts), storm drain inlets (top and inverts), water valves, and other improvements as needed within the project area for the design.
7. Provide cross sections at a fifty-foot (50') interval relative to the project baselines and at all other areas of significance. Cross sections are for project design review and quantity takeoffs and will be a part of the preliminary and final construction plan sets.
8. When underground utilities are exposed, tie to project control baseline.
9. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

D. Subsurface Utility Engineering

1. Provide Quality Level C (Approximate Utility Mapping) subsurface utility engineering throughout project limits by mapping existing subsurface utilities from one-call locator markings, City record drawings, surveyed surface appurtenances, and accessible structure flowline elevations. Quality Level B (Utility Designation) subsurface utility engineering will be subsequently performed in key areas to sweep and confirm utilities marked by one-call and to investigate for unmarked or additional lines. Quality Level A (Test Holes) subsurface utility engineering will be provided at critical locations when necessary under the contract Special Services provision.

E. Pavement Ride and Signalization Assessments – Legacy Drive at Parkwood Boulevard

1. Extract Parkwood Boulevard profiles through Legacy Drive intersection along projected gutter and lane lines from laser scan cloud data to assess existing profiles/rideability. Provide City with graphical exhibits of existing conditions and recommendations to improve rideability through the intersection. No detailed design of pavement reconstruction for rideability is included in the project scope of services. If the City opts to add pavement reconstruction to improve rideability the required design and plan preparation will be added to this professional services contract by contract modification.
2. Identify existing signalization components in conflict with proposed paving improvements. Inspect existing signalization system and assess condition and compliance with current relevant standards including City of Plano design guidelines and ADA compliance practices. Provide City of Plano with recommendations for signal modifications and reconstruction.

F. Right-of-way and Easement Requirements –

1. Coordinate with City of Plano Parks Department to determine limits of easement required on USAA property for proposed Legacy Drive and Parkwood Boulevard Hike and Bike Trails. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project including consideration of franchise utility relocation requirements. Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

G. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34") at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1"= 100'.
 - Quantity sheet (sheet by sheet breakdown of all quantities).
 - Typical sections and detail sheets.
 - Construction phasing (scale 1"=30') and temporary traffic control sheets (scale 1"= 100').

- Paving Plan & Profile sheets for all street improvements. Scale 1"= 20'H;1"=5'V.
- Schematic Plan for Parkwood Boulevard Hike and Bike Trail (Legacy Drive to east property line of USAA site) – to be denoted “final alignment to be determined in field by City of Plano” - detailed grading and geometry only required at USAA driveway barrier free ramps.
- Barrier Free Ramp Layouts and Details.
- Utility Plans (Fire hydrant installation and relocation as necessary), Scale 1"=20'.
- Storm drain improvement plan & profile sheets (inlet relocations for decel/right turn lanes). Scale 1"= 20'H; 1"=5'V.
- Hardscape Plans and Details
- Traffic Signal Layout including overhead signs and pedestrian elements
- Traffic Signalization Detail Sheets including tabulation of foundations, materials and quantities, electrical chart, timing table, general notes, and standard detail sheets as applicable
- SWPPP sheets meeting EPA and City of Plano requirements. Scale 1"= 40'. Include the City WORD file form, “City of Plano CIP Projects – SWPPP Operator Requirements” as a sheet in the plans as part of the SWPPP.
- Final buttoning, pavement marking, and signage plan sheets. Scale 1"= 40'.
- Cross –Sections. Scale 1"=5'H;1"=1'V.
- Miscellaneous Details

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit five (5) sets of preliminary plans, and one (1) set of outline of special technical specifications, preliminary statement of probable construction cost, and easement/right-of-way field notes and graphical exhibits to the City for review.

- Engineering
- Public Works
- Parks
- Inspectors
- Transportation
- File Set

6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. Provide an electronic PDF format half size set of preliminary utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving plan-profiles, water utility plans, storm sewer plans, signal layouts, and paving cross sections.

H. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details (those not included in the City of Plano Standard Details) into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit five (5) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Provide an electronic PDF format half size set of final utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving plan-profiles, water utility plans, storm sewer plans, signal layouts, and paving cross sections.
10. Submit three (3) sets of final black line prints, three (3) bound copies of the bid documents and one (1) unbound original bid document set to the City of Plano and one MSWORD electronic copy of the final Bid Schedule.
11. Submit one (1) set of final black line prints and one (1) bound copy of the bid documents to the designated Material Testing Laboratory.

I. Bid Phase Services –

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. Submit a CD-ROM disk 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 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 eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

J. Construction Administration –

1. When requested, provide periodic site visits (estimate 1 per week if requested) by the design engineer in response to questions during construction with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and get it executed by the contractor.
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 two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

K. Construction Control Survey –

1. Set vertical and horizontal control stakes for construction at 500' intervals, and a minimum of one at each end of each project site.

SPECIAL SERVICES:

A. Geotechnical Investigation and Reporting –

1. Obtain geotechnical report and recommendations for proposed traffic signal foundation design at Legacy/Parkwood intersection (1 boring proposed).

B. Subsurface Utility Engineering Level A

1. Provide test holes to expose existing subsurface utilities via vacuum excavation when necessary to verify utility horizontal and vertical position at potential conflicts – estimated fee based on a maximum of nine (9) test holes

C. Right-of-Way and Easement Surveying

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) right-of-way parcels on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for two (2) temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for five (5) permanent easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
4. Prepare exhibits with the field notes first and drawings second. Both the field notes and the drawing shall be labeled as Exhibit "A". Each parcel shall be assigned its own separate number.
5. Set new iron pins at all new corners, PC's and PT's of new right-of-way parcels.

D. Landscape and Irrigation Plans

1. Prepare Landscape Plans and Details for parkway plantings at Coit Road deceleration lanes where needed
2. Prepare Irrigation Plans and Details for all new planting areas and for modifications to existing irrigation systems where needed

EXHIBIT "B"
SCHEDULE OF WORK

**EXHIBIT B
COMPLETION SCHEDULE**

**LEGACY DRIVE AT PARKWOOD BOULEVARD
COIT ROAD BETWEEN WB SH190 AND MAPLESHADE LANE
PAVING IMPROVEMENTS
PROJECT NUMBER 6610
C.I.P. NUMBER 31153**

Activity	Completion Time (Calendar Days)
1. Notice to Proceed	1
2. Research and Data Collection	5
3. Design Survey	10
4. Subsurface Utility Exploration (Level C and B)	7
5. ROW/Easement Requirements	7
6. Legacy/Parkwood Profile and Signal Assessment	7
7. Preliminary Design	70
8. Draft Field Notes and Graphical Exhibits (Esmt/ROW Parcels)	3
9. City Review	30
10. Final Field Notes and Graphical Exhibits (Esmt/ROW Parcels)	3
11. Final Design (Pre-Final Submittal)	30
12. City Review	30
13. Final Design/Documents for Bidding	14
14. City Review	30
15. Advertise for Bids/Receive Bids	30
16. Recommendation	7
17. Prepare Council Agenda	21
18. Council Award	0
19. Prepare/Execute Contract	45
20. Schedule Preconstruction	14
21. Notice to Proceed	14

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

**EXHIBIT C
PAYMENT SCHEDULE**

**LEGACY DRIVE AT PARKWOOD BOULEVARD
COIT ROAD BETWEEN WB SH190 AND MAPLESHADE LANE
PAVING IMPROVEMENTS
PROJECT NUMBER 6610
C.I.P. NUMBER 31153**

WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
1. Research and Data Collection	\$500.
2. Design Survey	11,200.
3. Subsurface Utility Engineering (Level C & B)	6,590.
4. Legacy/Parkwood Signal Assessment	2,500.
5. Legacy/Parkwood Paving Profile (Rideability) Assessment	2,500.
6. Preliminary Design	62,500.
7. Final Design	22,500.
8. Bid Phase	2,500.
9. Construction Administration	3,500.
10. Construction Control Survey	<u>1,500.</u>
Total Basic Fee:	\$ 115,790.
11. Special Services –	
a. Geotechnical Investigation/Report (Terracon):	3,500.
b. Subsurface Utility Engineering (Level A - Estimate)	8,000.
c. Right-of-Way Documents (1 @ \$750.00/ea.)	750.
d. Temporary Easement Documents (2 @\$ 400.00/ ea.)	800.
e. Permanent Easement Documents (5@\$ 500.00/ea.)	2,500.
f. Landscape and Irrigation Plans and Details (Estimate)	<u>7,500.</u>
Total Special Services:	\$ 23,050.
Total Fee	\$ 138,840.

EXHIBIT D

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT E

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **R-Delta Engineers, Inc.**, a Corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **R-Delta Engineers, Inc.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

A religious organization.

A political organization.

An educational institution.

A branch or division of the United States government or any of its departments or agencies.

A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

A private club that is restricted to members of the club and guests and not open to the general public.

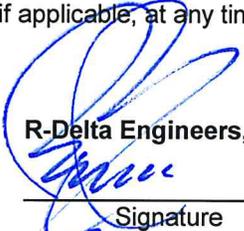
Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

R-Delta Engineers, Inc.

By:


Signature

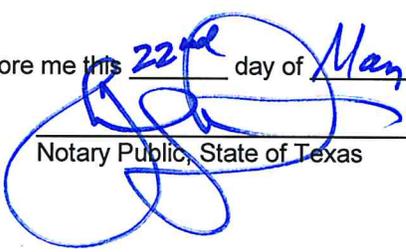
FRANK A. POLMA
Print Name

PRESIDENT
Title

5/22/15
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 22nd day of May, 2015.


Notary Public, State of Texas

