



**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:	6/9/14
Department:	Engineering
Department Head:	Jack Carr, P.E.
Agenda Coordinator (include phone #):	<b>Kathleen Schonne 7198</b>
	<b>Project No. 6451</b>

**CAPTION**

To approve an Engineering Services Agreement by and between the City of Plano and Verdunity, Inc., in the amount of \$76,885, for the Russell Creek Drive – Independence Parkway to Sutherland Lane Project No. 6451; and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE   
  OPERATING EXPENSE   
  REVENUE   
  CIP

FISCAL YEAR: <b>2013-14</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	717,000	790,000	950,000	<b>2,457,000</b>
Encumbered/Expended Amount	-563,119	-615,479	0	<b>-1,178,598</b>
This Item	0	-76,885	0	<b>-76,885</b>
BALANCE	153,881	97,636	950,000	<b>1,201,517</b>

**FUND(S):**    **STREET IMPROVEMENT CIP AND CAPITAL RESERVE CIP**

**COMMENTS:** This item, in the amount of \$76,885, will leave a current year balance of \$97,636 available for other work related to the maintenance and repair of trail projects.

**STRATEGIC PLAN GOAL:** Engineering services to determine the cause of failure of street pavement and hike and bike trail relates to the City's goals of Great Neighborhoods – 1<sup>st</sup> Choice to Live and Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

This agreement is for engineering services to determine the cause of severe cracking and lateral shifting of the street pavement and prepare a report with recommendations, in connection with the Russell Creek Drive – Independence Parkway to Sutherland Lane project.

**Basic Services:**

A.	Project Management & Coordination	\$4,000.00
B.	Survey, Geotech, Structural Evaluation & Data Collection	\$50,785.00
C.	Preliminary Report	\$12,000.00
D.	Final Report	\$7,000.00
E.	Expenses	\$500.00
	<b>TOTAL BASIC SERVICE FEE</b>	<b>\$74,285.00</b>

**Special Services:**

A.	Survey of Site Monitoring Locations	\$2,100.00
B.	Report of Survey Results	\$500.00
	<b>TOTAL SPECIAL SERVICE FEE</b>	<b>\$2,600.00</b>

**TOTAL FEE                                    \$76,885.00**



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

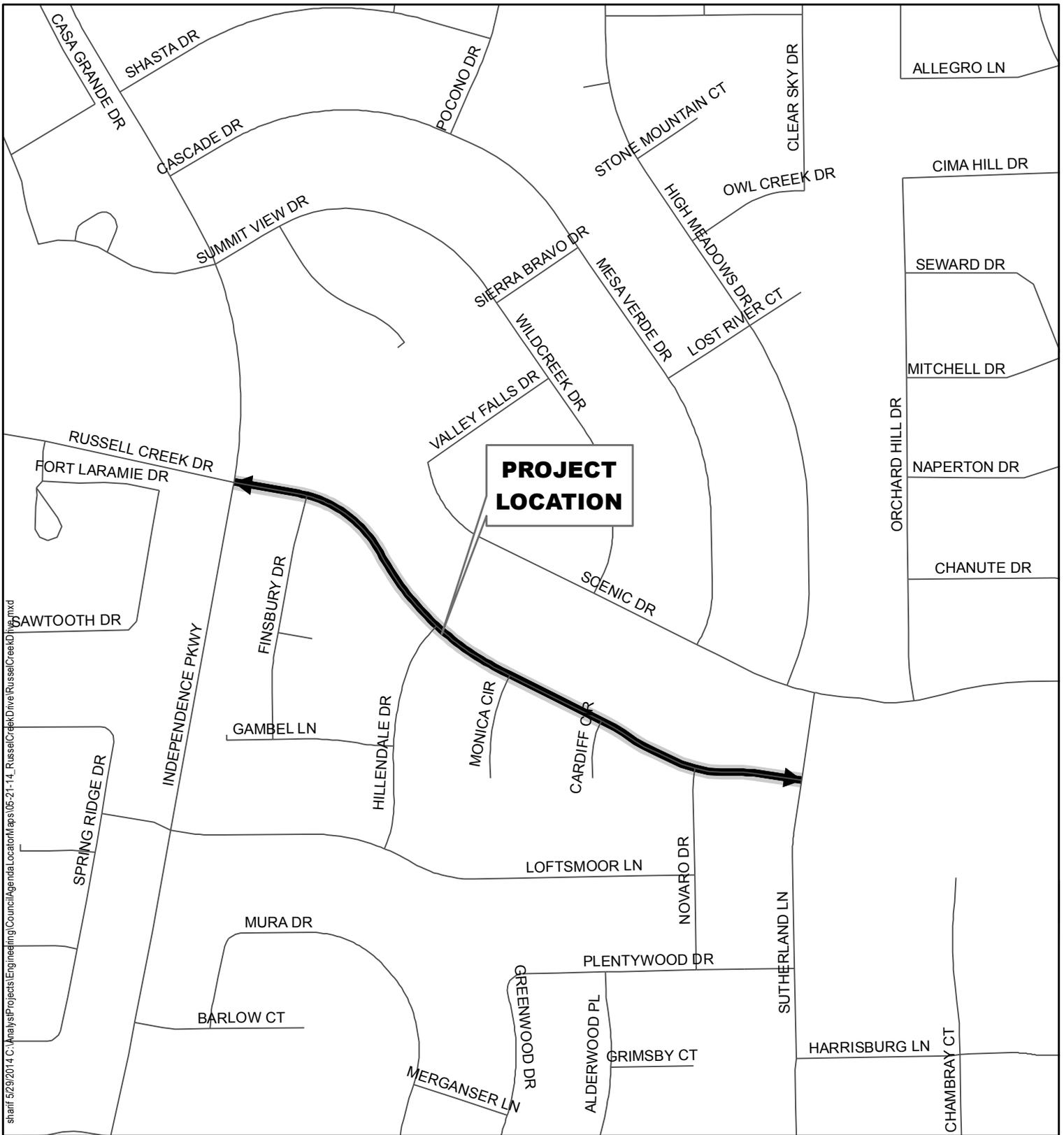
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List of Supporting Documents:

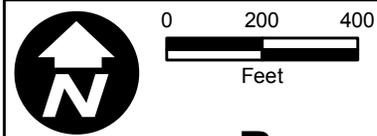
Location Map; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies

N/A



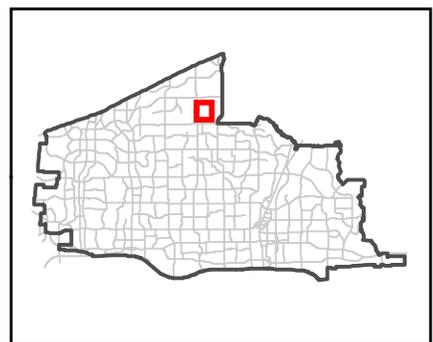
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## Russell Creek Drive – Independence Parkway to Sutherland Lane Project No. 6451



May 2014  
City of Plano GIS Division



**RUSSELL CREEK DRIVE – INDEPENDENCE PARKWAY TO SUTHERLAND LANE**

**PROJECT NO. 6451**

**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 **VERDUNITY, INC.**, a **TEXAS "S"** 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 **RUSSELL CREEK DRIVE – INDEPENDENCE PARKWAY TO SUTHERLAND LANE** 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  
Engineering Department  
Attn: Michael A. Martin, 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:

VERDUNITY, Inc.  
Attn: Kristin Green, P.E., Principal  
1302 Andrew Court  
Lewisville, TX 75056

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: 5/21/14

**VERDUNITY, INC.**  
A Texas "S" Corporation  
BY: Kristin Green  
Kristin Green, P.E.  
PRINCIPAL

**CITY OF PLANO, TEXAS**

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

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Paige Mims  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

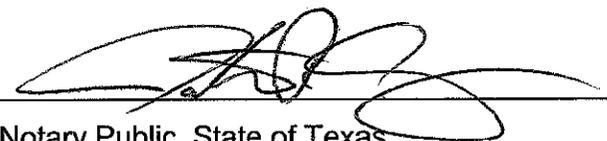
STATE OF TEXAS       §

§

COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 21<sup>st</sup> day of May, 2014, by **KRISTIN GREEN, P.E., PRINCIPAL**, of **VERDUNITY, INC.**, a **TEXAS "S"** corporation, on behalf of said "S" 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

#### PROJECT UNDERSTANDING & OBJECTIVES

Our general understanding of the proposed project is based on our meeting with Michael Martin, Jack Carr and Gerald Cosgrove on March 11, 2013 and subsequent emails and a site visit. The two goals of this project are to (1) determine the cause of the distress noted on the northern portion of Russell Creek Drive and the adjacent hike and bike trail north of Russell Creek Drive between Finsbury Dr. and Sutherland Ln. (appx 1,800 lf) in Plano, TX and (2) prepare PS&E for the repair and replacement of Russell Creek Drive and the hike and bike trail.

After visiting the site and reviewing the plans for the roadway and the hike and bike trail, subsidence of the soils beneath the road and trail appear to be causing the distress. The first phase of this project will be to determine the underlying causes of the subsidence. Once the cause of the distress has been identified, our team will submit a proposal to prepare PS&E for the repair and replacement of the road and sidewalk, while also providing a solution to the soil subsidence issues. This proposal will only cover Phase 1.

The project TEAM will be led by VERDUNITY (PRIME). In this role, we will be the primary point of contact with the City for the project and assume overall responsibility for the project team. VERDUNITY will be responsible for data collection, as well as coordination with City staff and the rest of the team as required, and authoring the report that will be the deliverable for this first phase of this project. Other team members include Nathan D. Maier (survey and structural) and AMEC (geotechnical).

#### BASIC SERVICES

The following tasks will be completed as part of Basic Services portion of the contract.

##### **TASK B1: PROJECT MANAGEMENT & COORDINATION**

**Description:** VERDUNITY's Task Leader (and other staff, as needed) will attend meetings and conduct tasks necessary to coordinate work efforts, manage resources and communicate progress to the City and the rest of the Project Team.

**Activities:**

- Attend project team meetings (with full team and internal design team)
- Prepare invoices and accompanying progress reports
- Set up and maintain project collaboration site
- Project correspondence and coordination, as required.

**Deliverables:**

- Monthly progress reports and invoices

**Assumptions:**

- Hours, expenses and associated fees used to develop contract cap amount are based on a maximum project duration of 12 weeks.

### **TASK B2: PROJECT KICKOFF – SURVEY, GEOTECH, STRUCTURAL EVALUATION & DATA COLLECTION**

**Description:** VERDUNITY will obtain and review available information related to the existing site and improvements, and participate in a project kickoff meeting with the TEAM and CITY. Tasks to be performed in this phase will include:

#### ***Activities:***

- Obtain and review information provided by the City, including, but not limited to: as-builts, master plans, studies, GIS data, and aerial images
- After survey is completed, visit the site to field verify existing conditions. Survey will also include marking a number of site monitoring locations that can be resurveyed at a later date to determine if movement of these locations have occurred.
- Attend a kickoff meeting with TEAM and CITY to:
  - Review and confirm project goals, milestones and design criteria
  - Discuss observed constraints and potential opportunities
- Send meeting notes to the City

#### ***Deliverables:***

- Meeting notes from kickoff meeting

#### ***Assumptions:***

- City will provide paper and/or electronic copies of any relative information they have available
- Survey and structural review to be provided by Nathan D. Maier
- Geotechnical investigation by AMEC
- Drainage and erosion review by VERDUNITY

### **TASK B3: PRELIMINARY REPORT**

**Description:** Based on feedback from the Kickoff Meeting, survey, structural evaluation, data gathering and geotechnical report, VERDUNITY will prepare a preliminary report of the TEAM's findings and make recommendations for options to remediate the street and hike and bike trail. Tasks to be performed in this phase will include:

#### ***Activities:***

- Receive and analyze the survey, structural evaluation, geotechnical investigation from subconsultants
- Receive and analyze data provided by the City
- Prepare preliminary report combining the data gathered from all the sources listed above. The intent of this report will be to identify the mechanisms that causing the distress in the existing street and hike and bike trail. Further, the report will offer suggestions for methods that can be used to remediate the situation.
- Attend a meeting with CITY staff to present concepts and recommended alternatives

#### ***Deliverables:***

- Preliminary Report

#### ***Assumptions:***

- One round of comments from CITY to finalize the findings of the report.

#### **TASK B4: FINAL REPORT**

**Description:** Based on the City's feedback from the Preliminary report, VERDUNITY will incorporate comments and prepare a final report and a proposal for Phase 2 of the project. Phase 2 will include plans, specifications and engineering for the remediation of the issues causing the differential movement on the road and hike and bike trail. Tasks to be performed in this phase will include:

**Activities:**

- Incorporate CITY comments and finalize the report
- Prepare phase 2 proposal
- Attend a meeting with CITY staff to review the final report

**Deliverables:**

- Final report
- Phase 2 proposal

**Assumptions:**

- VERDUNITY will deliver the final report to the City and then schedule a meeting to go over the findings and recommendations in the report within 2 weeks.

#### **SPECIAL SERVICES**

The following tasks will be completed as part of Special Services portion of the contract.

#### **TASK S1: RESURVEY OF BENCHMARK POINTS**

**Description:** The surveyor can be authorized to remobilize to the site and determine the locations of the site monitoring locations installed in Task B2. A report of these locations in comparison to the original locations will be provided to the City. This work will be performed and billed on an hourly basis:

**Activities:**

- Surveyor will mobilize to the site and relocate the site monitoring locations.
- Review the data and provide a report to the City

**Deliverables:**

- Report of site monitoring locations (previous and current)

**Assumptions:**

- Site access will be readily available for the surveyor

## EXCLUSIONS AND ADDITIONAL SERVICES

We have attempted to include all anticipated tasks and deliverables in this proposal that we believe will be required to get the project ready to advertise. If, during the course of the project, additional tasks or deliverables outside those included in the Scope of Services in the attachment are needed or desired, VERDUNITY can submit a proposal to complete this work as additional services. No work will be done outside of the Scope of Services without written approval of the supplemental proposal from an authorized OWNER representative. Items specifically excluded from this proposal include:

1. We understand that the City wishes to use the City's standard typical pavement section. If pavement design is required, that is outside of the scope of services of this proposal.
2. Retaining wall, road, sidewalk, hike and bike trail or bridge design (to be included in Phase 2 effort)
3. Traffic analysis/design
4. Utility (water, storm sewer or sanitary sewer) design
5. Permit applications (TxDOT, etc.)
6. Public meetings or other stakeholder engagement activities
7. The basic scope of services includes time for VERDUNITY to address one round of comments from the City. If additional comments are received after the first round of comments has been addressed, and if these comments are not a result of VERDUNITY's oversight of standard engineering and surveying practices or comments previously made by the City, then addressing the comments will be considered an additional service.

Additional Services will be billed on an hourly basis at the rates listed.

**EXHIBIT "B"**  
**SCHEDULE OF WORK**

**PROPOSED SCHEDULE**

We are proposing to complete the work outlined in the Scope of Services in the following timeline. Proposed schedule is based on calendar days.

<b>TASK</b>	<b>DURATION</b>
Notice to Proceed	week of June 9, 2014 (estimated)
Survey, Geotech, Structural Evaluation & Data Collection	4 weeks
Preliminary Report Submittal	4 weeks
Final Report Submittal	2 weeks
<b>TOTAL PHASE 1 DURATION (2 WEEK CITY REVIEWS)</b>	<b>12 WEEKS</b>

This proposal is valid for a period of 45 days from the date of this proposal. This information was prepared specifically for the City of Plano and its designated representatives and may not be provided to others without VERDUNITY's written permission.

**EXHIBIT "C"**

**COMPENSATION AND METHOD OF PAYMENT**

**FEE PROPOSAL**

We are proposing to complete the work outlined in the attached Scope of Services for the fee outlined below. All work will be invoiced on a lump sum basis per percentage complete for each task. Expenses will be invoiced at cost plus a 10% markup for processing.

<b><u>BASIC SERVICES TASK</u></b>	<b><u>FEE</u></b>
1.0 Project Management & Coordination	\$ 4,000
2.0 Survey, Geotech, Structural Evaluation & Data Collection	
2.1 Survey	\$27,865
2.2 Geotechnical Investigation	\$12,000
2.3 Structural Evaluation	\$ 4,400
2.4 Data Collection	\$ 6,520
3.0 Preliminary Report	\$12,000
4.0 Final Report	\$ 7,000
5.0 Expenses	\$ 500
<b>TOTAL FEE, BASIC SERVICES</b>	<b>\$74,285</b>

<b><u>SPECIAL SERVICES TASK</u></b>	<b><u>FEE</u></b>
6.0 Survey of Site Monitoring Locations	\$ 2,100
7.0 Report of Survey Results	\$ 500
<b>TOTAL FEE, SPECIAL SERVICES</b>	<b>\$ 2,600</b>

**HOURLY BILLING RATES (Effective through December 31, 2014)**

Principal/Project Manager:	\$160
Sr. Engineer/QC:	\$140
Civil Engineer	\$115
Engineer In Training/Designer	\$ 95
CAD Technician:	\$ 75
Administrator/Clerical	\$ 50

**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	\$500,000 combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$ _____ BI & PD each occurrence





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/20/2014

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).

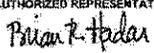
<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243		<b>CONTACT NAME:</b> Brian R Radar <b>PHONE (A/C, Ho, Ext):</b> (214) 503-1212 <b>FAX (A/C, No):</b> (214) 503-8899 <b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> (214) 729-9734 Verdunity, Inc. 1302 Andrew Court Lewisville TX 75056		<b>INSURER(S) AFFORDING COVERAGE</b> <b>NAIC #</b> INSURER A: Xi Specialty Insurance Company 37895 INSURER B: Charter Oak Fire Insurance Co. 25615 INSURER C: Travelers Casualty & Surety Co. 19038 INSURER D: Travelers Lloyds Ins. Company 41262 INSURER E: Travelers Indemnity Company 25658 INSURER F:	

**COVERAGES** **CERTIFICATE NUMBER:** Cert ID 24523 **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	ADDITIONAL INSURER	POLICY NO.	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS	
D	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y	Y	PACP1A701801	5/27/2013	5/27/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BALA78294A	5/27/2013	5/27/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTIONS: 10,000	Y	Y	CUP0D127122	5/27/2013	5/27/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in WA) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB3734T536	5/27/2013	5/27/2014	<input checked="" type="checkbox"/> WC STAT. <input type="checkbox"/> OTHER <input type="checkbox"/> TORY LIMITS E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability	N	Y	DP89708046	5/27/2013	5/27/2015	Per Claim / Annual \$ 1,000,000 Aggregate \$

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**  
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. RE: Russell Creek Drive - Independence Pkwy. to Sutherland Ln.

<b>CERTIFICATE HOLDER</b>  City of Plano  1520 K Avenue PO Box 860358 Plano TX 75076	<b>CANCELLATION</b>  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 
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**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

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

VERDUNITY, Inc.  
Name of Consultant

By: Kristin Green  
Signature

Kristin Green  
Print Name

Principal  
Title

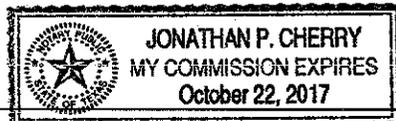
5/21/14  
Date

STATE OF TEXAS

COUNTY OF DALLAS

§  
§  
§

SUBSCRIBED AND SWORN TO before me this 21<sup>st</sup> day of May, 2014.



[Signature]  
Notary Public, State of Texas

Engineering Services Agreement  
Russell Creek Drive – Independence Parkway to Sutherland Lane  
Project No. 6451

Exhibit E – Page 1