



CITY OF PLANO COUNCIL AGENDA ITEM

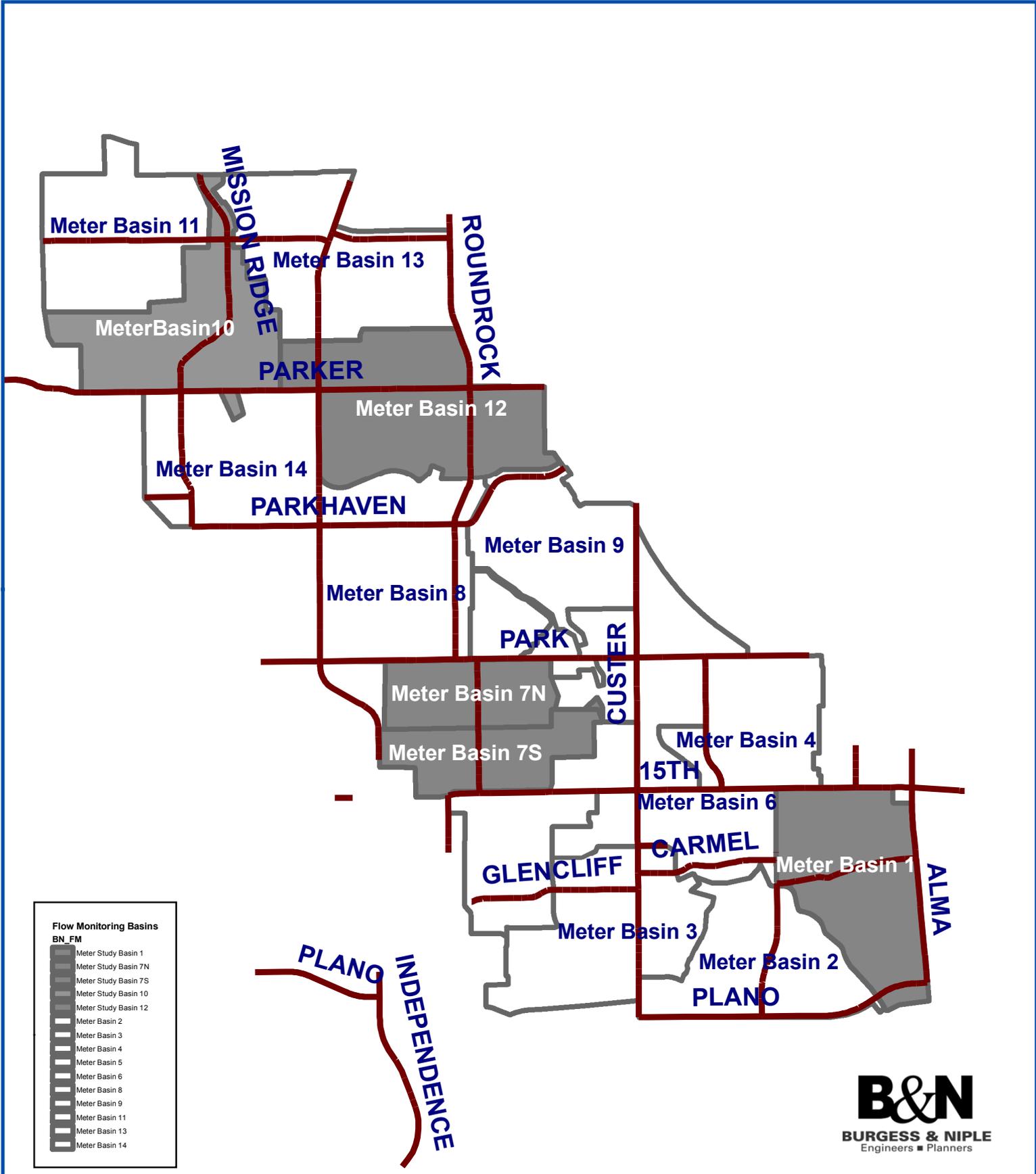
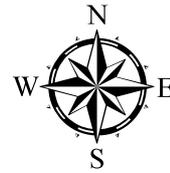
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		06/27/2011		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Irene Pegues (7198)				Project No. 6000.1
CAPTION				
To approve an engineering services agreement by and between the City of Plano and Burgess & Niple, Inc. in the amount of \$137,720 for Pittman Creek Basin I/I Evaluation Basins 01,7N,7S,10 &12 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: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	301,000	0	301,000
Encumbered/Expended Amount	0	-162,485	0	-162,485
This Item	0	-137,720	0	-137,720
BALANCE	0	795	0	795
FUND(S): SEWER CIP				
COMMENTS: Funds are included in the 2010-11 Sewer CIP. This item, in the amount of \$137,720, will leave a current year balance of \$795 for the Pittman Creek Basin I/I Evaluation project.				
STRATEGIC PLAN GOAL: Sanitary sewer evaluation survey and study of inflow/infiltration in Pittman Creek Basin relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This agreement with Burgess & Niple, Inc. is for a sanitary sewer evaluation survey and study of Inflow/Infiltration in Pittman Creek Basin. The evaluation and study will be conducted on five basins that were found to be the worst cases of infiltration during a previous evaluation of this basin. The purpose of this project is to investigate the source of infiltration and inflow storm water into sewer lines.				
The contract fee is for \$137,720.00 and is detailed as follows:				
Smoke Testing				\$44,250.00
Dyed Water Flooding/Leak Quantification & Evaluation				\$3,600.00
Nigh Flow Isolation & Video I/I Documentation				\$9,450.00
Flushing and Stringing Sewer Lines for Electro-Scan Testing				\$14,760.00
Sewer Electro-Scan Leak Testing of Sewer Lines 12 inches and Smaller				\$19,665.00
Sewer Electro-Scan Leak Testing of Sewer Lines 15 – 21 inches				\$1,500.00
Sewer Electro-Scan Leak Testing of Sewer Lines 24 – 33 inches				\$5,655.00
Project Administration and Management, Supervision & QA/QC				\$14,890.00



CITY OF PLANO COUNCIL AGENDA ITEM

Data Evaluation, Analysis and Report	\$23,950.00
TOTAL	<u>\$137,720.00</u>
Funding is available from the Sewer Community Investment Program.	
List of Supporting Documents: Location Map; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A

**Pittman Creek Project #
6000.1 Evaluation Basins
FM-01, FM-7N, FM-7S,
FM-10 and FM-12**



Flow Monitoring Basins
BN_FM

■	Meter Study Basin 1
■	Meter Study Basin 7N
■	Meter Study Basin 7S
■	Meter Study Basin 10
■	Meter Study Basin 12
■	Meter Basin 2
■	Meter Basin 3
■	Meter Basin 4
■	Meter Basin 5
■	Meter Basin 6
■	Meter Basin 8
■	Meter Basin 9
■	Meter Basin 11
■	Meter Basin 13
■	Meter Basin 14

**PITTMAN CREEK BASIN I/I EVALUATION BASINS 01, 7N, 7S, 10 AND 12
PROJECT NO. 6000.1**

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 **BURGESS & NIPLE, INC.**, an **OHIO** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **PITTMAN CREEK BASIN I/I EVALUATION BASINS 01, 7N, 7S, 10 AND 12** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

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

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

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

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Public Works Department
P.O. Box 860358
Plano, TX 75086-0358
Attn:

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

Burgess & Niple, Inc.
1117 Shady Trail
Dallas, TX 75229
Attn: Charles Wilmut

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.

BURGESS & NIPLE, INCL
An Ohio Corporation, licensed to do
business in the State of Texas

DATE: 06/13/2011

BY: Charles Wilmut
Charles Wilmut
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

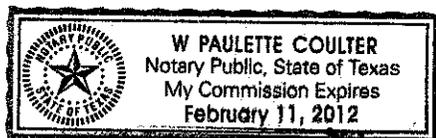
ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13th day of June, 2011, by **CHARLES WILMUT, VICE PRESIDENT**, of **BURGESS & NIPLE, INC.**, an **OHIO** corporation licensed to do business in the State of Texas, 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 _____, 2011, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

**EXHIBIT A
SCOPE OF SERVICES**

**PITTMAN CREEK BASIN I/I EVALUATION BASINS 01, 7N, 7S, 10 & 12
PROJECT NUMBER 6000.1
CIP NUMBER 34- 46614**

PROJECT DESCRIPTION

This project will consist of sewer system evaluation survey (SSES) for the Plano Pittman Creek basins FM-01, FM-7N, FM-7S, FM-10, and FM-12.

BASIC SERVICES

The investigation objectives and goals will be achieved through the performance of the following tasks.

Task 1 – Smoke Testing

Smoke will be introduced into the sewer system using a high capacity air blower testing two line segments at a time with partial plugging of 12 inch and smaller sewer lines. If smoke enters the building, flow through, mechanical or pneumatic plugs will be used on subsequent tests in the area to prevent reintroduction of smoke into the facility. The air blower will have a minimum capacity of 4,000 CFM. If any line segment is greater than 600 L.F. dual blowers will be used. Smoke testing will be performed under dry weather conditions to allow the maximum detection of inflow and rainfall responsive infiltration sources. The materials used for smoke testing shall be harmless to humans and domestic animals and relatively odorless. B&N will provide MSDS sheets on materials used.

This task, as described above, will be employed on the sewer lines within the study area. Above ground reconnaissance of the study area to determine proximity of storm sewers, creek crossings, drainage paths and ponding areas to the sanitary sewer system will be accomplished concurrently with smoke testing and the visual manhole/line inspection. Digital photographs and GPS shots of every smoke leak found will be taken and provided as a deliverable.

Smoke testing data collected in the field will include:

- Upstream/downstream manhole number
- Length of sewer line
- Ground cover over line segment
- Degree of smoke observed
- Leak drainage path/ponding area
- Storm sewer crossings or cross connections
- GPS shots of leaks
- Digital photographs of leaks
- Classifications of leaks as:
 - Main line
 - Manhole
 - Service line in public ROW
 - Service line on private property

The compensation for this task will be based on a “per linear foot” basis. Estimated length is approximately 122,929 linear feet that will be smoke tested.

Task 2 – Dyed Water Flooding/Leak Quantification and Evaluation

This task consists of pinpointing inflow sources and quantifying selected collection line, manhole and service line leaks that were identified from the results of other field tasks. Quantification estimates are based on field measurements and empirical values developed from past experience. Leak quantification will also be done by use of portable weirs or hydrostatic devices in conjunction with dye water flooding. This information is then used to evaluate I/I rates and compare to flow monitoring results to determine quantities of I/I. A portion of the dye flooding will be performed in conjunction with the internal (CCTV) inspection.

Approximately 18 collection line, manhole and service line leaks will require evaluation/quantification. The compensation for this task will be on a “per each” basis.

Task 3 – Flow Isolation and Time Lapse Video Recording of Rainfall Events

After meeting and discussion with the City, sub-basin will be divided into smaller areas (2,000-5,000 L.F.) and weir readings will be taken during minimum flow periods (11 p.m. – 6 a.m.) to determine if infiltration rates from groundwater require additional investigation.

Areas determined to require additional investigation will have weir readings taken using the City of Plano approved procedure to determine if infiltration rates from groundwater require further investigation.

The City approved procedure for manual night flow isolation is as follows:

- a. Check weir site and up-stream manhole for signs of active domestic or industrial waste, if there are no signs of active waste then dye should be introduced into the upstream manhole and all incoming lines should be plugged using pneumatic plugs.
- b. Once the dye has been observed at the weir site, the weir can be set. The weir is to remain in place until the flow has settled and a reading can be taken, (if any evidence of waste should show up while taking the reading then the weir and all plugs should be removed and the procedure should be restarted from the beginning.
- c. All readings should be taken in the manhole, unless alternative procedures are approved by the City.

We will install the time lapse video camera at a number of locations based on the results of previous task, to record rainfall event reactions with special attention to the trail-down indicative of rainfall dependent infiltration (RDI)

Approximately 54 tests are to be performed as required. The compensation for this task will be on a “per each” basis.

Task 4 – Preparatory Cleaning

This task will be performed by City Crews.

Approximately 12,300 linear feet (10%) of the sewer mains will be cleaned in preparation for internal inspection.

Task 5 – Closed Circuit Television (CCTV) Internal Inspection

This task will be performed by city crews to evaluate main line smoke leaks, storm sewer cross connections, and apparent infiltration leaks during high groundwater periods.

Approximately 12,300 linear feet (10%) of the sewer mains will be televised.

Task 6 – Flushing, Stringing and Flooding Sewer Lines for Electro-Scan Testing

This task consists of flushing sewer line and placing a string line through a section of sewer pipe from a manhole/co to another manhole/co for the purpose of pulling an Electro-Scan sonde and moving pipe plug through the sewer pipe. This task will be completed using either hydraulically or mechanically powered equipment specifically designed for this purpose. The hydraulically powered equipment may also be used for the placement of water upstream of the moving pipe plug and pulling the sonde through the pipe.

Approximately 24,600 linear feet (20%) of sewer mains will require flushing and stringing for Electro-Scan testing. The unit price for this task is established on a "Per Linear Foot" basis.

Task 7 – Sewer Electro-Scan Testing

Sewer Electro-Scan locates pipe defects and corrosion by measuring the electrical continuity of the pipe. Most sewer pipe materials are electrical insulators. A defect in the pipe that leaks water will also leak electrical current. For a constant applied voltage, the larger the defect means the greater the electric current that is displayed. This is also the case for water in that for given water pressure the larger the hole, the greater the I/I rate.

The Electro-Scan test is carried out by pulling a sonde, through the pipe and measuring the variation of electric current flow through the wall of the pipe. To obtain usable measurements the sonde is specially constructed so the electric current flows only through the pipe wall in a narrow band about an inch wide at the center of the sonde. The sonde also contains a microprocessor that controls the voltage, measures the electrical current flow, records the position of the sonde in the pipe, and transmits the data to the surface. The result, a trace of current versus distance, is displayed in real time on a notebook computer.

A computer program is used to grade the size and type of each leak, and structural anomalies, and graphically display the defect grade size, corrosion, type and frequency for each manhole-to-manhole pipe section. The Electro-Scan traces have a resolution of less than 0.1ft. This information can be readily used to qualitatively identify the corrosion problems, highest potential infiltration sections and assist with the selection of the most cost effective repair method.

This task, as described above, will be employed on the selected sewer lines within the study area.

Data collected in the field will include:

- Upstream/downstream manhole number
- Length of sewer line
- Manhole depths
- Pipe defect locations

- Classifications of defects as large, medium or small
- If CCTV inspection tapes are available, leaks can be classified as mainline, service tap or structural defect.

The compensation for this task will be on a "Per Linear Foot" basis. Approximately 24,600 linear feet (20%) of the sewer lines in study area will be electro-scanned and tested.

Task 8 – Project Administration and Management, Supervision & QA/QC

This task consists of supervision of field personnel, project administration and management, scheduling of field tasks, general management and supervision of field personnel, and quality assurance/control of field work and data management activities. Additionally, it will include:

1. Prepare agenda and attend a project start-up meeting.
2. Conduct general administration and periodic meetings as necessary with City's staff.
3. Prepare monthly status reports of progress.
4. Perform internal project control procedures on a monthly basis including schedule, budget, and quality control review.
5. If a sub-contractor is used, a representative of B&N is to be present at all times that work is being performed by the sub-contractors (no sub-contractors are planned at this time).
6. Public Relations
 - a. The City will provide B&N with a sample notice.
 - b. B&N will prepare and deliver notices necessary for the performance of smoke testing. Every reasonable effort will be made to distribute notices two (2) days prior to smoke testing, however, the City will allow B&N to distribute notices up to a minimum of one day in advance of smoke testing. If redistribution of smoke notices is required, testing may be performed within one (1) day of noticing.
 - c. B&N will fax daily information on smoke testing locations to the numbers specified by the City of Plano Engineering Project Manager. This would normally include the Engineering, Fire, and Police Departments and should result in notification of all entities that normally handle emergency calls from the public including 911 operators.

The compensation for this task will be on a "lump sum" basis.

Task 9 – Data Evaluation, Analysis, and Report

This task consists of evaluating and analyzing the data collected during smoke testing, reviewing Electro Scan data, run logs and electronic copies of the CCTV inspection (provided by city crews) and presenting the results in the form of a report. **Three (3) copies of the draft report** will be prepared for submittal to the City for review and comments including the following:

- a. Printouts of problems listed by priorities (rehabilitation ranked by cost effectiveness to eliminate I/I).

- b. Listing of structural and maintenance problems.
- c. Recommended rehabilitation work grouped and tabulated in three (3) major categories: collection lines; manholes, and; service lines. Service lines will be further categorized as work on public and private property. The tables will include estimated rehab costs and will provide information to facilitate the rehabilitation work by city crews or through the design/bid/build process.

B&N will coordinate with the City of Plano GIS department to ensure data compatibility.

Three (3) copies of the Final Report incorporating the City's comments from the review of the draft report will be furnished. One original copy of the field reports with photographs of the smoke leaks along with electronic recordings of the television inspection of sewer lines (provided by city crews) will also be provided with the final report. An electronic copy (i.e. CD-ROM) of the Final Report, with all B&N field data input into a Microsoft Access Database, will be included in Microsoft Office 2007 format. Sketches will be prepared showing any print corrections identified during the field work. New structures will be identified by the upstream manhole number with an alpha character identifier (A, B, C, etc.,) and a GPS shot. Updated graphical/mapping files will be furnished in the same format as provided by the City at the start of the project.

The compensation for this task will be on a "lump sum" basis.

INFORMATION AND SERVICES TO BE PROVIDED BY THE CITY OF PLANO.

The City shall provide the following information and services:

1. One GIS coverage of the existing sewer system showing sewer lines and manholes with ID numbers, streets, landbase information.
2. Liaison with City officials to provide effective coordination and cooperation between the fire, police, utility departments and the Engineer, as necessary during execution of field.
3. Access to manholes and lift stations.
4. Assistance by City personnel, knowledgeable of manhole and cleanout locations, in locating buried or hidden manholes or cleanouts.
5. Expose for entry, manholes that require excavation, cutting of pavement, and/or have lids fastened or frozen in place.
6. The necessary equipment and assistance as might be required to remove the specialized equipment (cleaning nozzle and hose, Electro Scan equipment, sewer plugs, etc.) from the sewer should the equipment become lodged during the course of the work, and to complete line repair and restoration of the area. However, the City will not be responsible for damage to Engineer's equipment.

City representative to be present during smoke testing, night flow isolation, Electro Scan testing, and dye watering flooding, or when B&N enters upon private property.

EXHIBIT "B"

SCHEDULE

The work will be initiated within two weeks of the receipt of Authorization to Proceed, and is estimated to be completed within nine (9) months. If uncooperative weather conditions are encountered during the study period (i.e. excessive rainfall preventing effective smoke testing or a total lack of rainfall preventing evaluation of groundwater infiltration) the project schedule can be extended at the City's option.

EXHIBIT "C"

COMPENSATION FOR SERVICES AND TERMS OF PAYMENT

The total price to cover all services described under the Scope of Work will be computed based on the unit prices shown in Table 1 and quantities of work authorized by the City's Project Manager and completed including the lump sum tasks amounts being established by percent of completion. Tasks listed as "per each" or "L.F." are estimated. Quantities found in field investigation may vary and will be performed and charged by the unit price shown in Table 1 in an amount not to exceed the total proposal cost. Work on these items exceeding the total proposal cost will not be performed without prior authorization by the City of Plano.

Invoices will be rendered monthly and are due within thirty (30) days of receipt. Table 1 delineates the unit price for each task.

Task	Task Description	Unit	Unit Price	Estimated Quantities	Total Price
1.	Smoke Testing	L.F.	\$0.36	122,929	\$44,250.00
2.	Dyed Water Flooding/Leak Quantification & Evaluation	Each	\$200.00	18	\$3,600.00
3.	High Flow Isolation & Video I/I Documentation	Each	\$175.00	54	\$9,450.00
4.	Preparatory Cleaning/Setup Inspection (by OWNER)	L.F.	---	12,300	0.00
5.	Internal Closed Circuit Television (CCTV) Inspection (by OWNER)	L.F.	---	12,300	0.00
6.	Flushing and Stringing Sewer Lines for Electro-Scan Testing	L.F.	\$0.60	24,600	\$14,760.00
7a.	Sewer Electro-Scan Leak Testing of Sewer Lines 12 inches and Smaller	L.F.	\$0.95	20,700	\$19,665.00
7b.	Sewer Electro-Scan Leak Testing of Sewer Lines 15 – 21 inches	L.F.	\$1.50	1,000	\$1,500.00
7c.	Sewer Electro-Scan Leak Testing of Sewer Lines 24 – 33 inches	L.F.	\$1.95	2,900	\$5,655.00
8.	Project Administration and Management, Supervision & QA/QC	Lump Sum	\$14,890.00	1	\$14,890.00
9.	Data Evaluation, Analysis and Report	Lump Sum	\$23,950.00	1	\$23,950.00
	TOTAL				\$137,720.00

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

Burgess & Niple, Inc.
Name of Contractor

By: Charles Wilmut
Signature

Charles Wilmut
Print Name

Vice President
Title

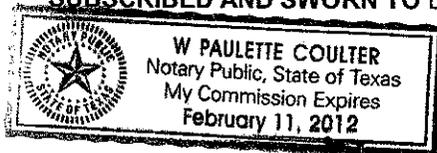
06/13/2011
Date

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

SUBSCRIBED AND SWORN TO before me this 13th day of June, 2011.



Paulette Coulter
Notary Public, State of Texas