



**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:		08/09/10		
Department:		Public Works & Engineering		
Department Head:		Alan L. Upchurch		
Agenda Coordinator (include phone #): Irene Pegues (7198)				Project No. 5989.1
CAPTION				
To approve an Engineering Services contract by and between the City of Plano and Pacheco Koch Consulting Engineers, Inc. in the amount of \$298,942 for the Park Boulevard Corridor Intersection 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: 2009-10	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	200,000	200,000	400,000
Encumbered/Expended Amount	0	-23,544	0	-23,544
This Item	0	-298,942	0	-298,942
BALANCE	0	-122,486	200,000	77,514
FUND(S): STREET IMPROVEMENT				
COMMENTS: Funds are included in the 2009-10 Street Improvement CIP for the Park Boulevard Corridor Improvements project. This item, in the amount of \$298,942, will be encumbered in the current fiscal year and carry forward into the cash allocation of 2010-11. STRATEGIC PLAN GOAL: Engineering design services for intersection improvements relate to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This agreement with Pacheco Koch Consulting Engineers, Inc. is for engineering design on the Park Boulevard Corridor Intersection Improvements project to include design of additional turn lanes, pavement repairs, signal improvements and associated items at the following five intersections: Park Boulevard at Coit Road, Park Boulevard at Custer Road, Park Boulevard at Alma Drive, Park Boulevard at K Avenue and Park Boulevard at Jupiter Road.				
The contract fee is for \$298,942.00 and is detailed as follows:				
Design Survey		\$	52,410.00	
ROW & Easement Survey		\$	29,735.00	
Subsurface Utility Exploration		\$	41,035.00	
Preliminary Design		\$	56,437.00	
Final Design		\$	101,779.00	
Bid Phase Services		\$	3,920.00	

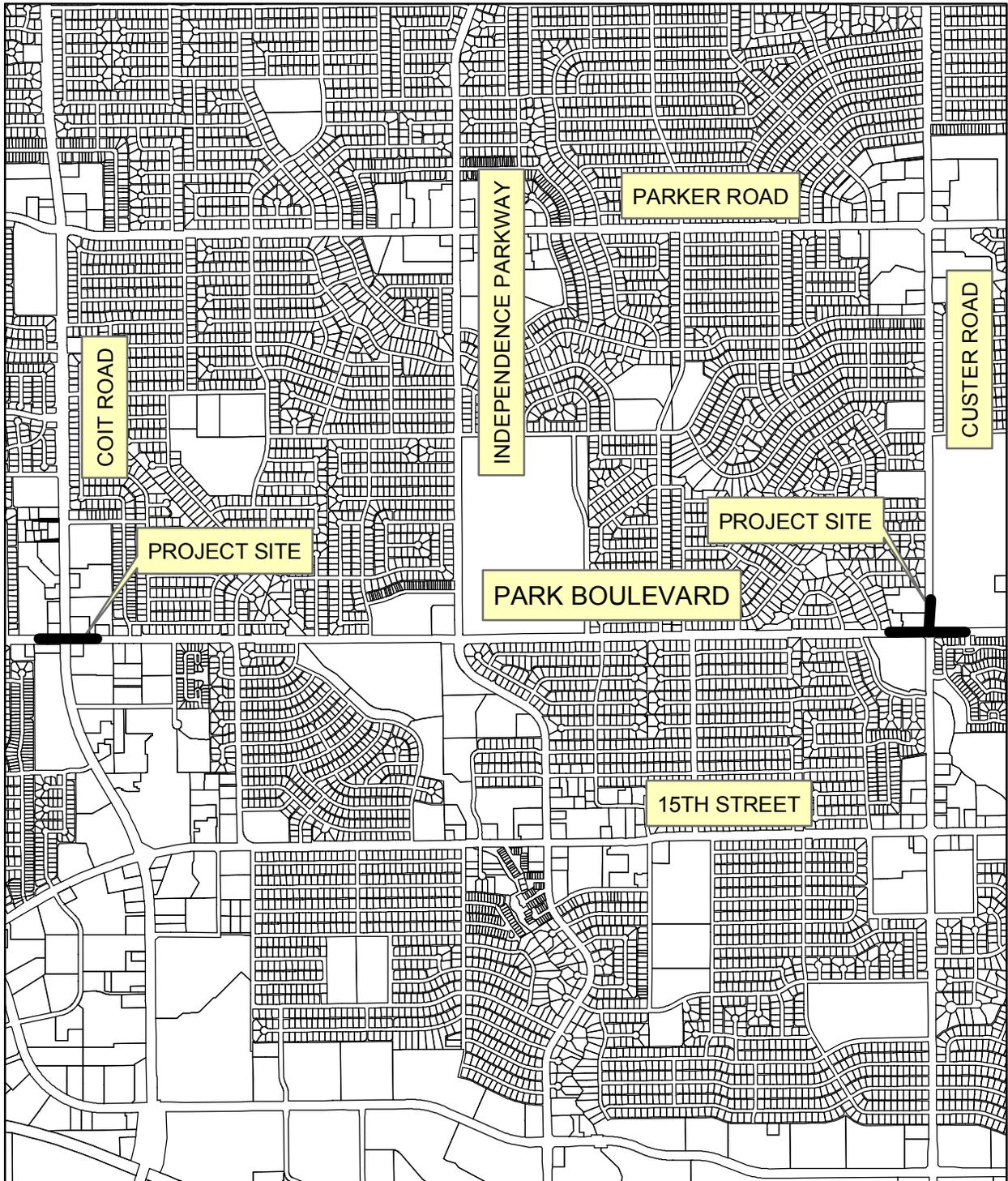


CITY OF PLANO COUNCIL AGENDA ITEM

Construction Phase Services (including control staking)	\$ 13,626.00
TOTAL	\$ 298,942.00
Funding is available from the 2009-10 Street Improvement Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$2,208,000.	
List of Supporting Documents: Location Maps; Engineering Service Agreement	Other Departments, Boards, Commissions or Agencies N/A

PARK BOULEVARD CORRIDOR INTERSECTION IMPROVEMENTS

PROJECT No. 5989.1



CITY OF PLANO
PUBLIC WORKS & ENGINEERING DEPT.

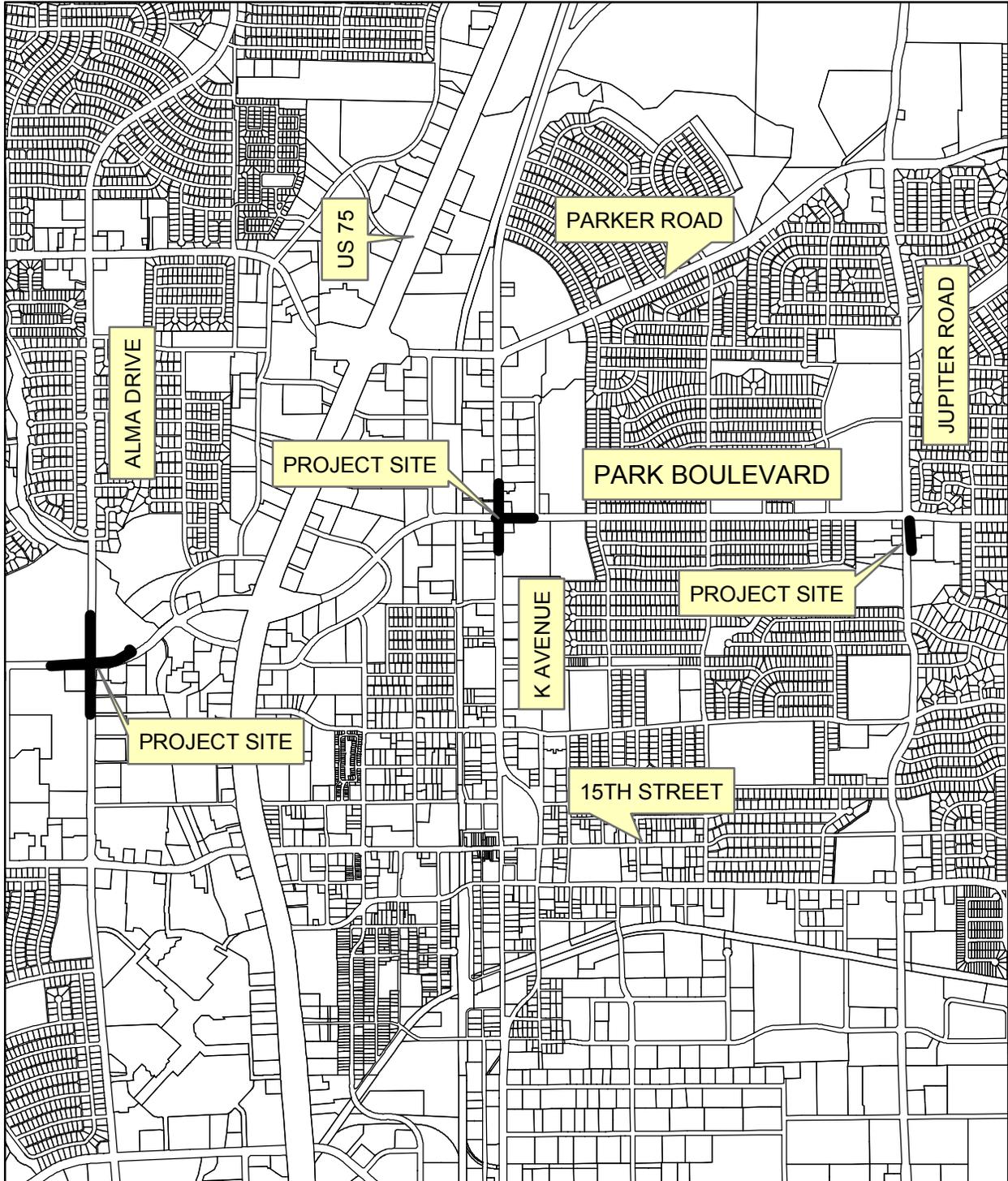
2,000 1,000 0 2,000 Feet



1 inch = 2,000 feet

PARK BOULEVARD CORRIDOR INTERSECTION IMPROVEMENTS

PROJECT No. 5989.1



CITY OF PLANO
PUBLIC WORKS & ENGINEERING DEPT.

2,000 1,000 0 2,000 Feet



1 inch = 2,000 feet

PARK BOULEVARD CORRIDOR INTERSECTION IMPROVEMENTS

PROJECT NO. 5989.1

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 **PACHECO KOCH CONSULTING 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 **PARK BOULEVARD CORRIDOR INTERSECTION 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 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 & Engineering Department
P.O. Box 860358
Plano, TX 75086-0358

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

Pacheco Koch Consulting Engineers, Inc.
8350 N. Central Expressway, Suite 1000
Dallas, TX 75206
Attn: Mark A. Pacheco

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.

SIGNED on the date indicated below.

DATE: 07/02/10

**PACHECO KOCH CONSULTING
ENGINEERS, INC.**
A **TEXAS** Corporation

BY: 
Mark A. Pacheco, P.E.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

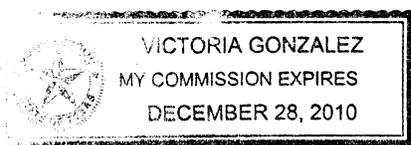
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 2nd day of July, 2010, by **MARK A. PACHECO, P.E., PRESIDENT** of **PACHECO KOCH CONSULTING ENGINEERS, INC.**, a TEXAS corporation, on behalf of said corporation.



Victoria Gonzalez

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2010, by **THOMAS H. MUEHLENBECK, 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**

**PARK BOULEVARD CORRIDOR INTERSECTION IMPROVEMENTS
PROJECT NUMBER 5989.1
CIP NUMBER 33-37779**

PROJECT DESCRIPTION:

The project includes the preparation of plans and specifications for the construction of improvements and reconstruction of five (5) intersections along the Park Boulevard corridor in the City of Plano. The work at the five locations will include modifications to the pavement, drainage systems, traffic signals, pavement markings, street lighting, subsurface utility explorations, surveying services and design of temporary traffic control plans.

The proposed improvements will comply with the approved schematic plans completed and approved under a prior contract for these intersections. A summary of the proposed improvements at the five intersections are as follows:

1. Park Boulevard @ Coit Road
 - Add EB double left turn by shifting main lanes
 - Add WB double left turn by shifting main lanes
 - Pavement improvements to correct vertical alignment problem
2. Park Boulevard @ Custer Road
 - Add EB double left turn by shifting main lanes
 - Add WB double left turn by shifting main lanes
3. Park Boulevard @ Alma Drive
 - Add EB double left turn by shifting main lanes
 - Add WB double left turn by shifting main lanes
 - Add NB double left turn by shifting main lanes
 - Add SB double left turn by shifting main lanes
 - Add SB right turn
4. Park Boulevard @ K Avenue
 - Add EB double left turn by reconfiguring main lanes
 - Add WB double left turn by shifting main lanes
5. Park Boulevard @ Jupiter Road
 - Add NB right turn

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:

City of Plano:

- Geodetic Monumentation Manual
- Manual for Right-of-Way Management
- Storm Drainage Design Manual
- Stream Bank Stabilization Manual
- Erosion & Sediment Control Manual
- Thoroughfare Standards Rules & Regulations
- Manual for the Design of Water & Sanitary Sewer Lines
- Standard Construction Details
- Special Provisions to Standard Specifications for Public Works Construction, 1997
- Sample Plan Set
- Parks Department Standard Details for Landscaping & Irrigation

NCTCOG:

- Standard Specifications for Public Works Construction, 1998 Amendment

ASCE:

- Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data)

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 for a project kickoff meeting and to obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project areas.

C. Design Survey –

1. Establish a horizontal and vertical control network and project control baseline for the project areas as determined by the approved schematic plans. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation for each intersection.
3. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. Oncor Electric, Verizon Telephone, Atmos Energy Gas, Etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design. The following areas will be surveyed:
 - Park Boulevard @ Coit Road
 - Approximately 630' along Park Boulevard, west of Coit Road (50' grid) measured from the centerline of the intersection
 - Approximately 645' along Park Boulevard, east of Coit Road (50' grid) measured from the centerline of the intersection
 - Approximately 120'x150' area at the intersection of Park Boulevard & Coit Road (10' grid)
 - Park Boulevard @ Custer Road
 - Approximately 680' along Park Boulevard, west of Custer Road (50' grid) measured from the centerline of the intersection
 - Approximately 700' along Park Boulevard, east of Custer Road (50' grid) measured from the centerline of the intersection
 - Park Boulevard @ Alma Drive
 - Approximately 650' along Park Boulevard, west of Alma Drive (50' grid) measured from the centerline of the intersection
 - Approximately 660' along Park Boulevard, east of Alma Drive (50' grid) measured from the centerline of the intersection
 - Approximately 660' along Alma Drive, south of Park Boulevard (50' grid) measured from the centerline of the intersection
 - Approximately 1,000' along Alma Drive, north of Park Boulevard (50' grid) measured from the centerline of the intersection
 - Park Boulevard @ K Avenue
 - Approximately 750' along Park Boulevard, east of K Avenue (50' grid) measured from the centerline of the intersection
 - Approximately 530' along K Avenue, south of Park Boulevard (50' grid) measured from the centerline of the intersection

- Approximately 600' along K Avenue, north of Park Boulevard (50' grid) measured from the centerline of the intersection
 - Approximately 120'x150' area at the intersection of Park & K Avenue (10' grid)
 - Park Boulevard @ Jupiter Road
 - Approximately 450' along Jupiter Road, south of Park Boulevard (50' grid) measured from the centerline of the intersection
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and may not be a part of the final construction plan set.
 6. When underground utilities are exposed, tie to project control baseline.
 7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

D. Right-of-way and Easement Requirements –

1. Meet with the City of Plano Staff as soon as field survey work has been completed and plotted to determine easement and right-of-way requirements for preparation of field notes and exhibits.
2. Submit street easement and right-of-way exhibits as soon as possible to allow the City to start negotiations with property owners.

E. Subsurface Utility Exploration –

1. The Subsurface Utility Engineering (SUE) work required for this project will be performed in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02.
2. The Quality Level from the designated ASCE Publication to be utilized on this project are is as follows:
 - Quality Level A (QL"A") – Also known as "locating", this quality level provides precise three dimensional (x,y,z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.
3. The Consultant will utilize a vacuum excavation truck to excavate trenches for the purpose of exposing utilities that may be present at 29 locations at the five designated intersections. Consultant will complete approximately 490 linear feet of trenching from the existing back of curb to the existing property line at the approved locations, 1 foot wide and 4 feet deep. These trenches are assumed to be in soil, not rock. Access may be via adjacent parking lots or parking alongside the roadway with no lane closures. If lane closure is necessary, it will only be performed between the hours of 9:00 AM and 4:00 PM, Monday through Saturday. Lane closure, if necessary will require a permit with the City's Engineering Department with an approved traffic control plan.

4. Produce a field sketch depicting the existing utilities, labeled with current owner information, discovered during the trenching process. The line size and depth from existing grade will also be presented on the SUE field sketch. Base maps/topographic files prepared for this project in AutoCad format shall be used in preparing the SUE field sketch. All discovered and any unidentifiable utilities discovered during the trenching activities will be depicted on the construction plan sheets.
5. The SUE field work shall be done in coordination with the site field surveying to allow the utilities' horizontal and vertical locations to be tied to the existing back & top of curb.

F. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Quantity and General Notes sheet. Quantities shall be broken out per intersection with a project total.
 - Typical sections and detail sheets.
 - Project layout control sheets showing control for each intersection. Scale 1"= 50'.
 - Construction phasing and temporary traffic control sheets, including temporary traffic signals, if any. Scale 1"= 40'.
 - Paving plan & grading sheets for intersection improvements. Horizontal Scale 1"= 20'. Contour interval shall be adequate for showing gutter drainage.
 - Mid-intersection pavement repair paving and grading plans. Horizontal Scale 1"= 10'.
 - Storm drain improvement plan & profile sheets. Scale 1"= 20'.
 - SWPPP Narrative sheet and erosion control sheets meeting TCEQ and City of Plano requirements. Scale 1"= 40'.
 - Final buttoning and signage plan sheets. Scale 1"= 20'.
 - Parking lot re-striping plans. Scale 1"=40'.
 - Traffic signal plans. Scale 1"= 40'.
 - Cross sections

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

3. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.

4. Prepare a list of any special technical specifications needed for the project (if any).
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost. Estimates shall be broken out per intersection.
6. Submit five (5) sets of preliminary plans, a list of special technical specifications and a preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Parks
 - Other
7. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
8. Provide ten half size (11" x 17") utility coordination sets of drawings to the City for distribution to the franchise utility companies affected by the construction. Utility coordination sets shall include the cover sheet, typical sections, paving sheets, cross sections and SUE field sketches.

G. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Show location of street light bases, pull boxes and conduit on paving plans based on City design.
4. Finalize construction plans for proposed improvements.
5. Finalize special technical specifications and special conditions (if any).
6. Incorporate standard details into the construction plans and prepare additional details as required.
7. Take off final construction quantities and prepare final construction cost estimates.
8. Submit five (5) sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
9. Incorporate City final comments into the plans and bid documents.
10. Provide ten half size (11" x 17") utility coordination sets of drawings to the City for distribution to the franchise utility companies affected by the construction. Utility coordination sets shall include the cover sheet, typical sections, paving sheets, cross sections and SUE field sketches.
11. Submit three sets of final blackline prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.

H. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Submit a CD-ROM disk of the bid set plans in a PDF format. Furnish plans and specifications to interested contractors 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 plan review rooms if requested by plan rooms that are on the approved list provided by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
6. Provide a bid tabulation to the City of Plano within four working days of the bid letting. Include the engineer's estimated unit costs and the average unit cost for all submitted bids for comparison.
7. 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.
8. Assist City staff in a pre-construction conference and provide a set of typed meeting minutes summarizing issues discussed and decisions made at the meeting.
9. Furnish thirteen sets of final construction plans and three sets of the contract documents manual to the City for construction.

I. Construction Administration –

1. Provide written responses to requests for information or clarifications on plans and specifications.
2. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and 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.

J. Construction Control Survey –

1. Set vertical and horizontal control stakes for construction at 500' intervals at each intersection, or a minimum of one at each end of each intersection work area.

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Fee shall be based upon two (2) tracts.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for street easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Fee shall be based upon ten (10) tracts.
3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Fee shall be based upon four (4) tracts.
4. Prepared exhibits with the field notes on the first page and drawings on the second.
5. Set new iron pins at all new corners, PC's and PT's of new right-of-way and street easements.

EXHIBIT B
CIVIL DESIGN SCHEDULE
PARK BOULEVARD CORRIDOR

Activity	Duration (Working Days)	Accumulated Time (Working Days)	Projected Date	Actual Date
Notice to Proceed	0	0		
Design Survey/ Subsurface Utility Exploration	45	45		
City Right-of-Way & Easement Review	5	50		
Preliminary Design	25	75		
City Preliminary Design Review	20	95		
Final Design & Prepare Bid Documents & Technical Specs.	25	120		
City Final Design Review	20	140		
Revise Final Plans & Specifications	15	155		
Receive Completed Plans & Bid Documents	0	155		
Assemble Bid Documents	5	160		
Advertise for Bids	12	172		
Receive Bids	13	185		
Recommendation	1	186		
Prepare Council Agenda	5	191		
Council Award	8	199		
Prepare/Execute Contract	25	224		
Schedule Pre-Construction	9	233		
Notice to Proceed	10	243		
Construction	200	443		

* A working day is defined as Monday through Friday excluding City holidays.

EXHIBIT C

PAYMENT SCHEDULE

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

**PARK BOULEVARD CORRIDOR INTERSECTION IMPROVEMENTS
PROJECT NUMBER 5989.1
CIP NUMBER 33-37779**

BASIC SERVICES:

A. Research and Data Collection	= \$	3,980.00
B. Design Survey	= \$	52,410.00
C. Right-of-Way & Easement Requirements	= \$	935.00
D. Subsurface Utility Exploration (\$1,415.00 X 29 trenches)	= \$	41,035.00
E. Preliminary Design	= \$	52,457.00
F. Final Design	= \$	101,779.00
G. Bid Phase Services	= \$	3,920.00
H. Construction Administration	= \$	9,686.00
I. Construction Control Survey	= \$	3,940.00

TOTAL BASIC SERVICES FEE \$ 270,142.00

SPECIAL SERVICES:

A. Right-of-Way Surveying (\$1,935.00 x 2 tracts)	= \$	3,870.00
B. Easement Surveying (\$1,935.00 x 10 tracts)	= \$	19,350.00
C. Temporary Construction Easement Surveying (\$1,395.00 x 4 tracts)	= \$	5,580.00

TOTAL SPECIAL SERVICES FEE \$ 28,800.00

GRAND TOTAL \$ 298,942.00

EXHIBIT C (Continued)

SCHEDULE OF STANDARD HOURLY RATES

**PARK BOULEVARD CORRIDOR INTERSECTION IMPROVEMENTS
PROJECT NUMBER 55989.1
CIP NUMBER 33-37779**

Civil Principal	\$ 210.00 Per Hour
Civil Associate Principal	\$ 170.00 Per Hour
Civil Project Manager	\$ 115.00 Per Hour
Civil Engineer-in-Training	\$ 95.00 Per Hour
Civil Senior Design Technician	\$ 105.00 Per Hour
Civil Technician	\$ 80.00 Per Hour
Traffic Group Manager	\$ 225.00 Per Hour
Traffic Project Manager	\$ 172.82 Per Hour
Traffic Engineer	\$ 88.41 Per Hour
Traffic CAD Technician	\$ 85.00 Per Hour
Traffic Quality Analyst	\$ 153.00 Per Hour
Survey Senior Project Manager	\$ 140.00 Per Hour
Survey Senior Technician	\$ 90.00 Per Hour
Survey Technician	\$ 75.00 Per Hour
Survey Crew (3-Person)	\$ 185.00 Per Hour*
Survey Crew (2-Person)	\$ 135.00 Per Hour*
Research Coordinator	\$ 60.00 Per Hour
Clerical/Administrative	\$ 70.00 Per Hour
S.U.E. Project Manager	\$ 165.00 Per Hour
S.U.E. Project Engineer	\$ 125.00 Per Hour
S.U.E. Technician	\$ 95.00 Per Hour

*Includes all surveying equipment, materials and supplies.

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.)

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 1,000,000
<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

