



**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:		08/26/13												
Department:		Engineering												
Department Head:		Gerald P. Cosgrove, P.E.												
Agenda Coordinator (include phone #):		Kathy Schonne (7198)		Project No. 5995										
<b>CAPTION</b>														
To approve a Professional Services Agreement by and between the City of Plano and Freese and Nichols, Inc. in the amount of \$117,035 for Erosion Control - Valley Creek and Stone Creek project, and authorizing the City Manager to execute all necessary documents.														
<b>FINANCIAL SUMMARY</b>														
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP														
FISCAL YEAR: <b>2012-13</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>										
Budget	0	150,000	0	<b>150,000</b>										
Encumbered/Expended Amount	0	0	0	<b>0</b>										
This Item	0	-117,035	0	<b>-117,035</b>										
BALANCE	0	32,965	0	<b>32,965</b>										
<b>FUND(S):    MUNICIPAL DRAINAGE CIP</b>														
<p><b>COMMENTS:</b> Funds are included in the FY 2012-13 Municipal Drainage CIP. This item, in the amount of \$117,035, will leave a current year balance of \$32,965 for the Erosion Control – Valley Creek and Stone Creek project.</p> <p><b>STRATEGIC PLAN GOAL:</b> Professional engineering services at Valley Creek Drive and Stone Creek Drive to prepare for future erosion control improvements relates to the City's Goal of Great Neighborhoods – 1<sup>st</sup> Choice to Live.</p>														
<p>This agreement is for preliminary and final design-related professional engineering services and plan preparation for channel and bank erosion control improvements near 1013 Valley Creek Drive, and channel bank gabion toe wall erosion repair near 2600 Stone Creek Drive. The Valley Creek project extends along the east creek bank from existing gabion wall south of 1013 Valley Creek Drive to the north side of 1021 Valley Creek Drive. The Stone Creek project begins at the low water crossing at 2600 Stone Creek Drive and extends along the toe of both banks approximately 300 linear feet to the west. The project also includes 40 linear feet of gabion repair for the entire west gabion wall where existing gabion baskets are failing.</p> <p>Funding is available from the Drainage Community Investment Program, and the \$117,035.00 contract fee is detailed as follows:</p>														
<table style="width:100%; border:none;"> <tr> <td colspan="2"><b>Basic Services</b></td> </tr> <tr> <td style="padding-left:20px;">Design Standards</td> <td align="right">\$1,886.00</td> </tr> <tr> <td style="padding-left:20px;">Data Collection</td> <td align="right">\$3,302.00</td> </tr> <tr> <td style="padding-left:20px;">Geotechnical Investigation</td> <td align="right">\$4,051.00</td> </tr> <tr> <td style="padding-left:20px;">Environmental Evaluation</td> <td align="right">\$12,128.00</td> </tr> </table>					<b>Basic Services</b>		Design Standards	\$1,886.00	Data Collection	\$3,302.00	Geotechnical Investigation	\$4,051.00	Environmental Evaluation	\$12,128.00
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**CITY OF PLANO  
COUNCIL AGENDA ITEM**

Design Survey	\$24,101.00
Preliminary Design	\$25,696.00
Final Design	\$18,805.00
Structural Details and Sections	\$13,800.00
Bid Phase Services	\$6,045.00
Construction Administration	<u>\$7,221.00</u>
<b>Total</b>	<b>\$117,035.00</b>

List of Supporting Documents: Location Maps; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A
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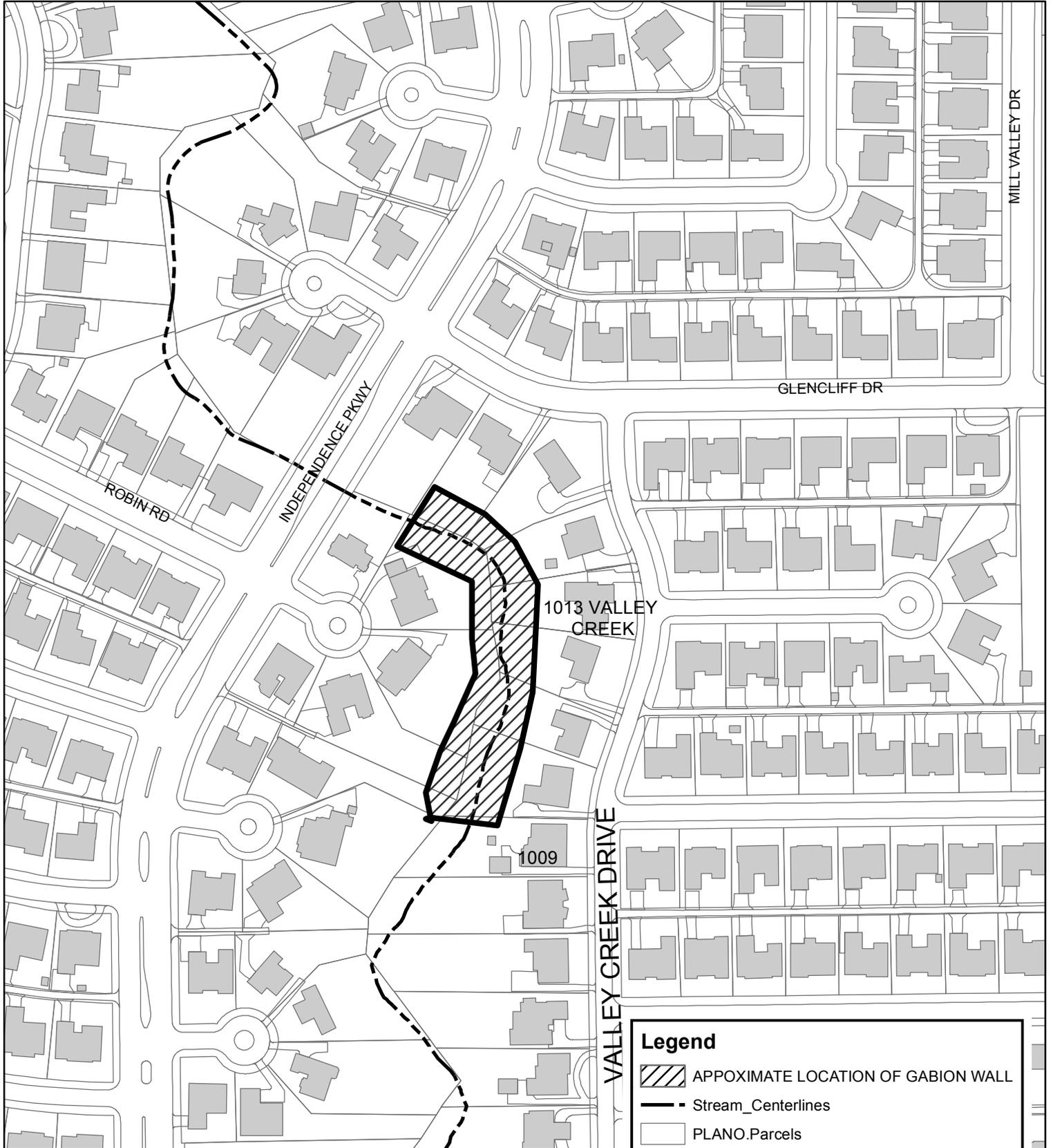
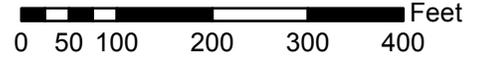


# LOCATION MAP

## 1013 VALLEY CREEK DR.

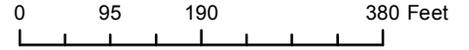
### PROJECT # 5995

1 inch = 200 feet

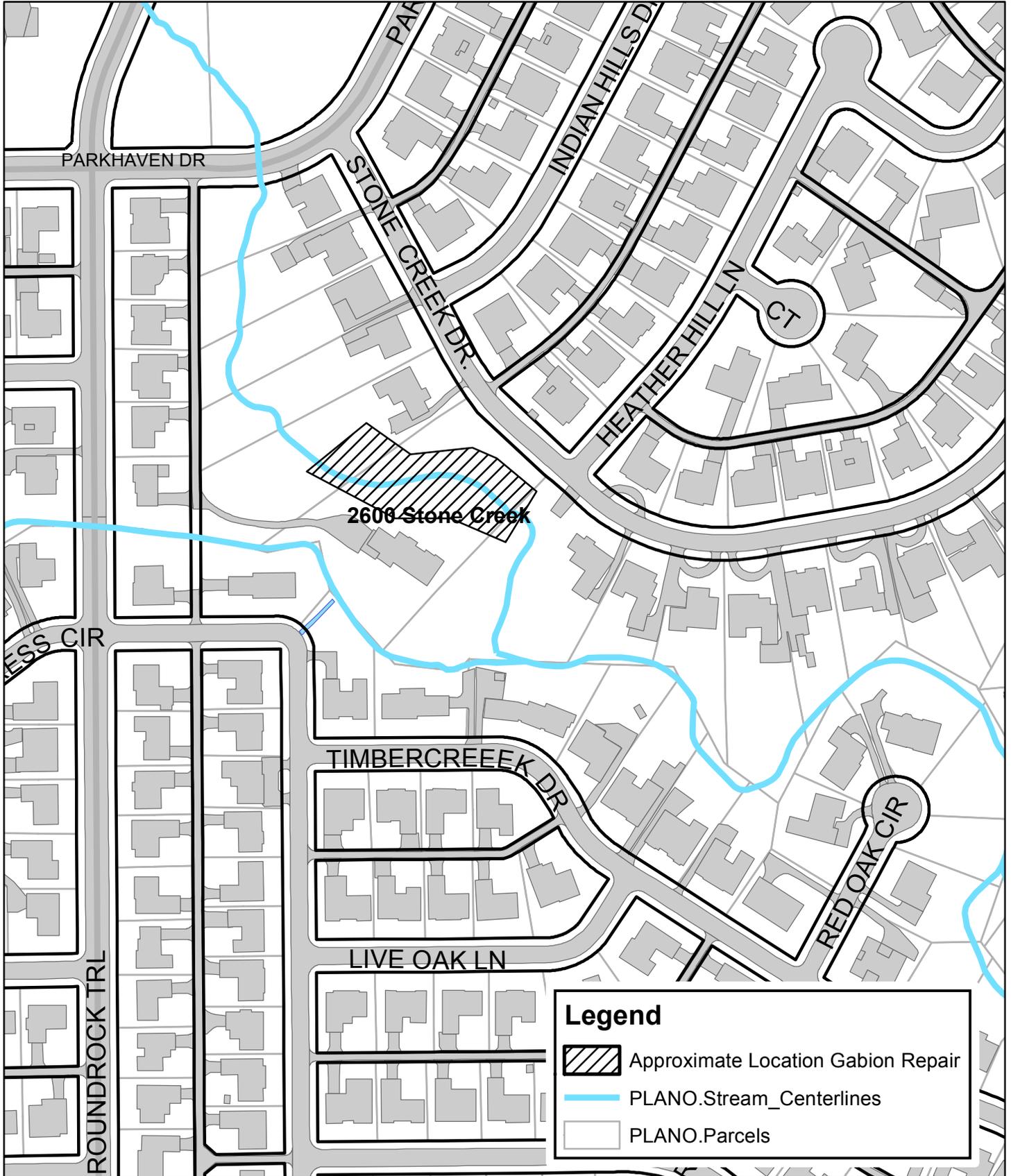




# LOCATION MAP 2600 STONE CREEK PROJECT # 5995



1 inch = 200 feet



**EROSION CONTROL AT VALLEY CREEK AND STONE CREEK**

**PROJECT NO. 5995**

**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 **FREESE AND NICHOLS, 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 **EROSION CONTROL AT VALLEY CREEK AND STONE CREEK** 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: Husain Hamza, P.E.  
P.O. Box 860358  
Plano, TX 75086-0358

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

Freese and Nichols, Inc.  
Attn: Kelly Dillard, Associate/Group Manager  
4055 International Plaza, Suite 200  
Fort Worth, TX 76109

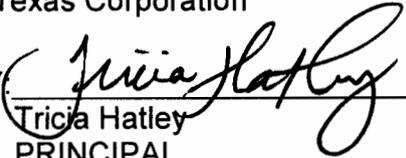
G. Authority to Sign:

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.

**FREESE AND NICHOLS, INC.**  
A Texas Corporation

DATE: 8-12-13

BY:   
Tricia Hatley  
PRINCIPAL

**CITY OF PLANO, TEXAS**

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

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

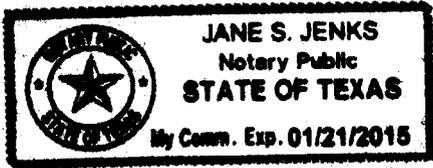
**APPROVED AS TO FORM:**

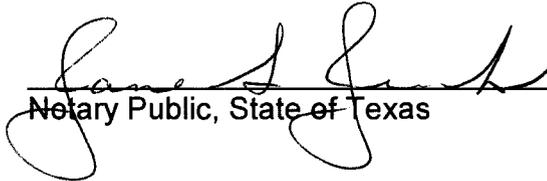
\_\_\_\_\_  
Diane C. Wetherbee  
CITY ATTORNEY

**ACKNOWLEDGMENTS**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 12<sup>TH</sup> day of AUGUST, 2013 by **TRICIA HATLEY, PRINCIPAL**, of **FREESE AND NICHOLS, INC.**, a **TEXAS** corporation, on behalf of said corporation.



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

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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**

**EROSION CONTROL AT VALLEY CREEK AND STONE CREEK**

**PROJECT NO. 5995  
CIP NO. 70116**

**PROJECT DESCRIPTION:**

This project includes preliminary and final design related professional engineering services and plan preparation for channel and bank erosion improvements near 1013 Valley Creek, and channel bank gabion toe-wall erosion repair near 2600 Stone Creek Drive within the City of Plano (see Location Maps, Figures 1 and 2).

The project near 1013 Valley Creek Drive extends along the east creek bank from the existing gabion baskets south of 1013 Valley Creek Drive to the north side of 1021 Valley Creek Drive. This project assumes that the extents of channel improvements will be less than 500 LF to qualify for a nationwide permit. This project also includes outfall structure support design for the outfall near 1021 Valley Creek Drive.

The project near 2600 Stone Creek Drive begins at the low water crossing at 2600 Stone Creek Drive and extends along the toe of both creek banks to approximately 300 LF west near 2608 Stone Creek Drive. This project also includes approximately 40 LF of gabion repair for the entire west gabion wall where the existing gabion baskets are failing. This project assumes that the extents of repair will qualify for a nationwide permit. The creek should be drained prior to the design survey and construction phases.

**BASIC SERVICES:**

**A. Design Standards/Meetings**

1. This project shall be designed in accordance with the following:
  - Geodetic Monumentation Manual
  - Manual for Right-of-Way Management
  - Storm Drainage Design Manual
  - Erosion & Sediment Control Manual
  - Thorough Fare Standards Rules & Regulations
  - Manual for the Design of Water & Sanitary Sewer Lines
  - Standard Construction Details
  - Barrier Free Ramp Details
  - NCTCOG Standard Specifications for Public Works Construction
  - Special Provisions to NCTCOG Standard Specifications for Public Works Construction
  - Sample Plan Set
2. All plans submitted to the City for final acceptance shall be signed and sealed by a Texas registered professional in accordance with state law.
3. FNI will conduct a project kickoff meeting with the City of Plano.

**B. Research and Data Collection**

1. Review reports, utility plans, hydrologic and hydraulic models including reviewing any available City of Plano reports on the erosion problems and obtaining pertinent utility plans, street plans, plats, existing easement information, and historic photos, and other features within the project area.
2. FNI will meet with the City of Plano project manager for an on-site walk through of the project area.

**C. Geotechnical Investigations**

This document provides details for the proposed geotechnical study scope for the proposed rehabilitation of the existing Prairie Creek channel near 1013 Valley Creek in Plano, Texas. The investigation is to verify the previous geotechnical investigation at 909 Valley Creek Drive and does not include additional borings for this site. Geotechnical Investigation at 2600 Stone Creek Drive is not included in this scope of services as it is mainly a gabion repair design and assumes that a geotechnical investigation was completed with the original design. Additional borings near 2600 Stone Creek Drive or 1013 Valley Creek would require additional services. Our proposed services for the geotechnical study are as follows:

1. Review the Dallas Sheet of Geologic Atlas of Texas to study general subsurface conditions that are expected at the project site.
2. A geologist will travel to the site to confirm the site geology and to determine if there are any anomalous geologic conditions that may need to be modeled as part of the stability analysis.
3. Develop one slope stability cross sections based on survey and historic geotechnical investigation performed by others.
4. Prepare a technical memorandum summary report of the geotechnical analysis to include:
  - a) Summary of visual field investigation to assess geologic conditions and general discussion of site geology.
  - b) Discussion of subsurface conditions and soil properties indicated in historic geotechnical reports and implications for design.
  - c) Slope stability calculations.
  - d) Analyses and recommendations for the proposed slope repairs.

**1. Environmental Evaluation**

This scope assumes that the proposed projects can be designed and authorized under the terms and conditions of Nationwide Permit 13, *Bank Stabilization*, without requiring a preconstruction notification (PCN). If it is determined that the proposed bank stabilization or gabion wall repair will exceed 500 lf or an average of one cubic yard of fill below the plane of the ordinary high water mark, a NWP 13 PCN including a request for a waiver of these volume and linear feet limits should be submitted to the USACE for written authorization. A NWP PCN can be provided as an additional service.

5. Assemble data such as aerial photos and project limits in digital format for a site visit. Create Data Dictionary for GPS data logger for data collection.
6. FNI scientists will conduct a site visit to make observations along the proposed project limits in order to identify existing conditions (environment) and assess project impacts. The presence and general locations of waters of

the U.S., including wetlands, potential threatened/endangered species habitat; and vegetation will be identified within the proposed project limits. The ordinary high water mark (OHWM) will be delineated within the proposed project limits using numbered stakes or pin-flags for surveyors to tie-in. This scope assumes that a surveyor will be provided by the City.

7. FNI will prepare a memorandum documenting the site visit findings and provide an opinion on the Section 404 permitting requirements. FNI will recommend what, if any, additional studies are needed and propose a course of action needed to get the project authorized under a Section 404 permit without requiring a PCN.
8. Projects sponsored by public entities that affect a cumulative area greater than five acres or that disturb more than 5,000 cubic yards require advance consultation with the Texas Historical Commission according to Section 191.0525 (d) of the Antiquities Code of Texas. Because the proposed project may exceed these thresholds, coordination with THC will be required. In accordance with the Antiquities Code of Texas and NWP general condition 20, Historic Properties, FNI will prepare a letter to the Texas Historical Commission describing the project and requesting their review. Any follow up studies required by the THC are not included in this scope of services.
9. FNI environmental scientists will coordinate with the FNI project team to calculate fill below the OHWM and provide environmental permitting input into the design.
10. FNI environmental scientists will attend one meeting with the City to discuss the draft Technical Memorandum, the City's comments, and the USACE permitting process.

#### **D. Design Survey**

Design survey will be completed for the 1013 Valley Creek and 2600 Stone Creek projects.

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
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 features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. TXU Elec., Verizon Telephone, Atmos 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.
5. When underground utilities are exposed, tie to project control baseline.
6. Identify the street address and legal description (lot, block, addition) of all adjacent properties to the proposed construction and show on the drawings.
7. Locate all pertinent creek features for design, including top of bank, flowlines, existing walls and slabs, existing buildings, existing pavements, fences, trees 4" diameter and larger, and utility appurtenances such as water valves, fire hydrants, etc., (within construction area) on the two sites. Provide cross sections along the creek every 50 feet from through the Valley Creek project site.

8. Survey all pertinent creek crossing features, including top of road, culvert sizes and flowline elevations, abutment locations elevations, etc. Survey will detail existing gabion features within the project area.
9. Survey, elevation work, and information shown on plans shall extend an adequate distance to provide data for design.
10. Locate home irrigation connected to the creek, if any.
11. City shall coordinate with all franchise utilities in the area to obtain their records relating to the location of their facilities in the project area.
12. Surveyor shall drain the creek near 2600 Stone Creek Drive prior to performing the survey to obtain ground elevations and gabion elevations in this area. The surveyor accepts no liability for damages to the natural aquatic wildlife due to the draining of the project area. The City will be responsible for notification to homeowners that the creek will be drained. The surveyor is not responsible for filling the creek once drained.
13. Provide metes and bounds and easement documents for up to five (5) permanent easements for the project along 1013 Valley Creek Drive.

**E. Preliminary Design**

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34" size) at the engineering scale indicated:
  - Cover sheet
  - Project layout control sheet(s) Scale 1" = 50'
  - General Notes and Quantity sheet (sheet by sheet breakdown of all quantities)
  - Gabion Wall plan and profile sheets
  - Preliminary cross-sections of proposed erosion protection indicating the general orientation of the improvements with respect to the channel
  - Typical sections and detail sheets.
  - Structural Elevation and Details
  - Structural Sections
  - Boring Logs
  - Prepare SWPPP meeting EPA and City of Plano Requirements
  - Erosion Control Sheets including plan and profile of proposed gabion wall improvements and anchor locations

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

2. Perform a site visit to verify survey data and locations of utilities and existing structures.
3. Establish design concepts for repair and/or anchorage of existing gabion retaining wall elements.
4. Perform an existing and proposed conditions hydraulic analysis on Prairie Creek for the Valley Creek project. The hydraulic analysis will be based on the existing City HEC-RAS hydraulic model updated with survey described in Section E. Proposed modeling will include the proposed gabion wall near 1013 Valley Creek Drive. FNI will compare existing to proposed 100-year water surface elevations and velocities near the project site.

5. The City shall coordinate with affected utilities such as water, gas, telephone, cable TV and electric to verify the location of their facilities located in the design survey.
6. Establish preliminary easement needs including permanent and temporary construction easements.
7. Prepare outline of any special technical specifications needed for the project (if any).
8. Prepare an estimate of construction quantities and develop the preliminary opinion of probable construction cost.
9. Submit four (4) sets of preliminary plans and preliminary statement of probable construction cost to the City for review.
10. Meet with City staff to discuss City comments on preliminary plans, technical specifications, and cost estimates.
11. Provide an electronic PDF format half size set of preliminary utility coordination drawings (11" x 17" sheets to scale) to the City of Plano for distribution to the franchise utility companies affected by the construction. Utility coordination plans need only include the cover sheet and the plan sheets.

**F. Final Design**

1. Revise preliminary plans incorporating comments from the City of Plano and property owners.
2. Incorporate comments from the utility companies. If necessary, coordinate with utility companies to locate and uncover utilities which conflict with the proposed erosion control structure. Tie the location of uncovered utilities to the local control network.
3. Finalize construction plans for proposed improvements.
4. Prepare technical specifications for the erosion control structure.
5. Incorporate standard details (those not included in "City of Plano Standard Construction Details") into the construction plans and prepare additional details as required.
6. Revise construction quantities and prepare final opinion of probable construction cost estimates.
7. Assist in preparing the final bid documents. The City of Plano will prepare the final form of construction documents. The following information to be supplied by the Engineer shall include:
  - a. One copy of the finalized technical specifications
  - b. Project specific information for use with the City of Plano standard construction agreement form, including the notice to contractors, bid proposal and contract bid schedule forms.
  - c. One set of blue-line or black-line prints of final drawings and one electronic set of final drawings for Purchasing.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three (3) bond sets of final black line prints and one unbound set, for approval by the City.
10. Submit an electronic PDF format half-size set to the City for distribution to the franchise utility companies affected by construction.
11. Attend a utility coordination meeting to start relocation process with affected franchise utilities. The City shall distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities. The City shall coordinate relocation of franchise utilities impacted by the project.

**G. Bid Phase Services**

1. Assist the City staff in advertising for bids.
  - a. Furnish additional sets of plans and bid documents for up to four plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
  - b. The cost for information (plans and contract document) provided for the purpose of securing bids shall be recovered by the Engineer by a non-refundable deposit from Contractors. Maintain a list of plan holders.
2. Prepare and distribute addenda to bid documents as necessary.
3. Assist City staff in a pre-construction conference.
4. Assist the City of Plano in securing bids, issuing notice to bidders, notifying construction news publications. The notice to bidders will be furnished by the City of Plano for publication in the local news media. The cost for publications shall be paid by the City of Plano.
5. Submit a CD-ROM disk of the bid set plans in a PDF format.
6. Provide bid tabulation to the City within four (4) working days of the bid letting.
7. Evaluate the low and second low bidders. Bid evaluation will include the contractor's past work history, financial resources, and physical resources to produce the project. Prepare letter of recommendation to the City for awarding a contract to the lowest responsible bidder within four (4) working days of the bid letting.
8. Furnish fourteen (14) of full-size and four (4) sets of half-size final construction plans and three (3) sets of the contract documents manual to the City for construction.

**H. Construction Administration**

In performing these services, Engineer will endeavor to protect City in providing these services however, it is understood that Engineer does not guarantee the Contractor's performance, nor is Engineer responsible for supervision of the Contractor's operation and employees. Engineer shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. Engineer shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. Assist the City staff in conducting one pre-construction conference with the Contractor.
2. Contractor shall be responsible for draining the creek along near 2600 Stone Creek Drive.
3. Provide written responses to requests for information or clarifications during construction.
4. Prepare plan and quantity revisions as required for change orders. The City will prepare the actual change order form and get it executed by the contractor.

5. Provide construction control points to be used for construction. Set horizontal and vertical control monuments, with coordinates tied to the Horizontal Control Plan.
6. If questions relating to testing occur, assist the City of Plano with recommendations for testing of materials and laboratory control during construction, which is to be conducted at the City's expense.
7. Interpret intent of the drawings and technical specification for the City of Plano and the Contractor. Respond to contractor's verbal technical questions.
8. Revise the construction drawings in accordance with the information furnished by construction Contractor reflecting the changes in the Project made during construction. The Engineer shall submit one set of "as-builts" to the Engineering Inspector for review and approval. Upon approval, the engineer shall submit the following to the City.
  - a. One set of 22" x 34" black-line plans shall be submitted to the Engineering Department from Design Engineer.
  - b. Two CD-ROM discs containing the scanned images of the 22" x 34" final "as-built" black-line drawings (with "as-built" 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 format or converted to DXF format.

**ADDITIONAL SERVICES:**

Additional Services to be performed by Engineer, if authorized by the City of Plano, which are not included in the above-described basic services, are described as follows:

1. Surveying for any new permanent or temporary easements, and performing title searches and examination of deed records.
2. Assisting City of Plano with public meetings or hearings to inform residents beyond that contained in the above scope of services
3. Investigations involving detailed consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, traffic engineering reports and studies, floodplain reclamation plans, and material audits or inventories required construction performed by the City
4. Assisting the City of Plano in claims disputes with the Contractor(s)
5. Performing designs for trench safety and retaining walls, etc. which are not included in the above Scope of Services.
6. Revisions to plans as a result of revisions after completion of original final design (unless to correct error on original plans.)
7. Providing full time site inspection during construction of the project
8. Attending homeowners and/or Council meetings including preparation of all displays, reports, or other data for use at such meetings
9. Assisting the City of Plano in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Engineer on a fee

basis negotiated by the respective parties outside of and in addition to this Agreement

10. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance other than listed in the above Scope of Services, and other assistance required addressing environmental issues
11. Any Corps of Engineers work including but not limited to wetlands delineation (other than as included in the Scope of Services), meetings with the Corps of Engineers staff, wetlands mitigation, or any other work not listed in the Scope of Services
12. Preparation of plans and/or specifications related to the relocation of utilities
13. Fees for permits and advertising
14. Floodplain reclamation plans
15. Consulting services by others not included in proposal
16. Quality control and testing services during construction
17. Preparation and processing monthly or final construction pay estimates
18. Determination of a floodway
19. Revision of hydraulic models, reports, or graphics other than listed in the Scope of Services
20. Preparation of a Request for Letter of Map Revision or Conditional Letter of Map Revision, or any work pertaining to it
21. Preparation of a detailed wetland delineation and jurisdictional determination report
22. Preparation of a pre-construction notification for nationwide or regional general 404 permit coverage
23. Preparation of a formal written request for USACE authorization under a letter of permission procedure
24. Preparation of a standard individual Section 404 permit application.
25. Preparation of Environmental Information Document, Environmental Assessment, or an Environmental Impact Statement
26. Meetings or consultation with the USACE or other resource agencies, except as specifically noted in the scope of services
27. If required by the USACE, FNI can assist the City with holding a Public Hearing by preparing public notices, submitting notices to local newspaper(s); providing verbatim transcript services, attending the public hearing; and incorporating the hearing record into the EA
28. Presence/absence surveys for federally listed threatened/endangered species
29. Preparation of a mitigation plan to compensate for impacts to waters of the U.S
30. Application to Texas Commission on Environmental Quality for individual 401 Water Quality Certification
31. Application for General Land Office easements
32. Application for Texas Parks & Wildlife Department Sand and Gravel Permit.
33. Additional field investigations or analysis required to respond to public or regulatory agency comments
34. Consultation with the U. S. Fish and Wildlife Service under Section 7 of the Endangered Species act
35. Expert representation at legal proceedings or at contested hearings
36. Mitigation monitoring if required by permit conditions

37. Monitoring for compliance with permit conditions
38. Additional modifications to the compensatory mitigation plan
39. Assist with the payment of an EID processing fee if levied by the USACE
40. Phase I/II Environmental Site Assessment
41. Additional Geotechnical borings or reports.

**Exhibit B**

**Schedule**

Topographic Survey	30 days from NTP
Preliminary Design	60 days from NTP
City Review of Preliminary Design	45 days from ENGINEER Submittal
Final Design	90 days from City Review of Preliminary Design
City Review of Final Design	45 days from ENGINEER Submittal
Bid Phase Services	75 days from City Review of Final Design
Construction	6 months from issuance of Final Construction Plans

L:\Resources\OLCR\Plano\Plano Erosion Valley & Stone Creek\SCHEDULE Exhibit B.doc

Exhibit B-1

FNI \_\_\_\_\_  
OWNER \_\_\_\_\_

**COMPENSATION**

Not to Exceed: Compensation to FNI for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed One Hundred Seventeen Thousand Thirty-Five Dollars (\$117,035). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

<u>Task</u>	<u>Description</u>	<u>Fee</u>
<b>BASIC SERVICES</b>		
A	Design Standards	\$ 1,886
B	Data Collection	\$ 3,302
C	Geotechnical Investigations	\$ 4,051
D	Environmental Evaluation	\$ 12,128
E	Design Survey	\$ 24,101
F	Preliminary Design	\$ 25,696
G	Final Design	\$ 18,805
	Structural Details and Sections	\$ 13,800
H	Bid Phase Services	\$ 6,045
I	Construction Administration	\$ 7,221
	<b>Total</b>	<b>\$ 117,035</b>

**Schedule of Charges:**

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	70	131
Professional - 2	95	149
Professional - 3	120	191
Professional - 4	130	197
Professional - 5	171	245
Professional - 6	168	429
Construction Manager - 1	82	97
Construction Manager - 2	95	155
Construction Manager - 3	132	147
Construction Manager - 4	165	229
CAD Technician/Designer - 1	59	101
CAD Technician/Designer - 2	93	135
CAD Technician/Designer - 3	107	165
Corporate Project Support - 1	40	106
Corporate Project Support - 2	64	162
Corporate Project Support - 3	73	322
Intern/ Coop	33	64

**Rates for In-House Services****Technology Charge**

\$8.50 per hour

**Travel**

Standard IRS Rates

**Bulk Printing and Reproduction**

Black and White	\$0.10 per copy
Color	\$0.50 per copy
Plot - Bond	\$2.50 per plot
Plot - Color	\$5.75 per plot
Plot - Other	\$5.00 per plot
Binding	\$5.75 per book

**OTHER DIRECT EXPENSES:**

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed in-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

**These ranges and rates will be adjusted annually.**

360-22013

**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	<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



