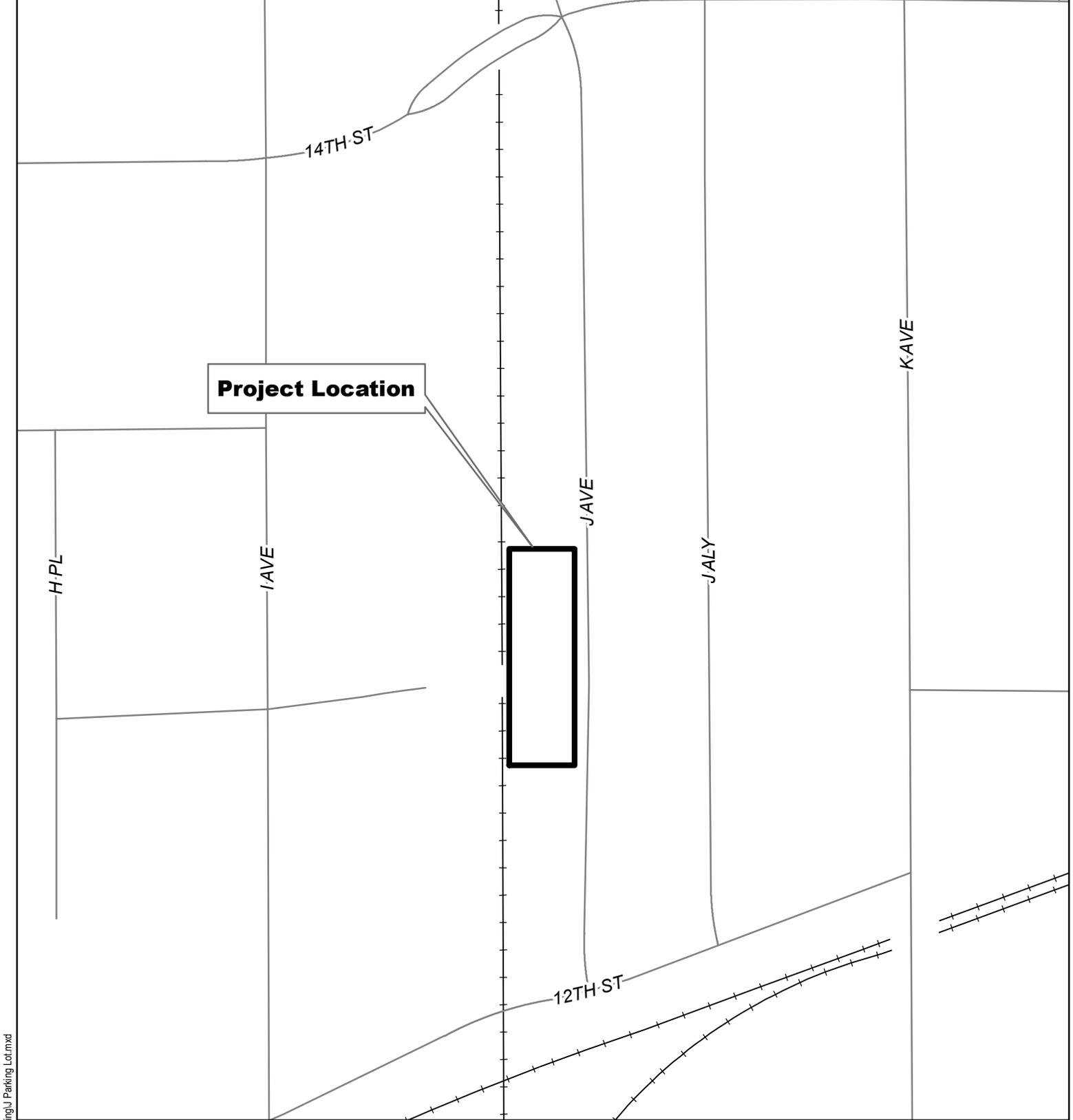


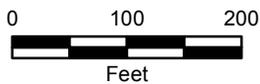


**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY												
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory												
Council Meeting Date:		9/14/15										
Department:		Engineering										
Department Head:		Jack Carr, PE										
Agenda Coordinator (include phone #):			Kathline Schonne 7198									
			Project No. 6637									
CAPTION												
To approve an Engineering Services Agreement by and between the City of Plano and Walter P. Moore & Associates, Inc., in the amount of \$66,750, for the J Avenue Parking Improvements, Project No. 6637; and authorizing the City Manager to execute all necessary documents.												
FINANCIAL SUMMARY												
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP												
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS								
Budget	0	90,000	510,000	600,000								
Encumbered/Expended Amount	0	0	0	0								
This Item	0	-66,750	0	-66,750								
BALANCE	0	23,250	510,000	533,250								
FUND(S): STREET IMPROVEMENTS CIP												
<p>COMMENTS: Funding is available in the 2014-15 Street Improvements CIP for this item. Project engineering and design services, in the amount of \$66,750, will leave a project balance of \$533,250 for future expenditures related to this project.</p> <p>STRATEGIC PLAN GOAL: Obtaining engineering services to design additional parking improvements for Downtown Plano relates to the City's goal of Exciting Urban Centers – Destination for Residents and Guests.</p>												
SUMMARY OF ITEM												
<p>This agreement with Walter P. Moore & Associates, Inc., is for engineering design services required to prepare plans and specifications for the addition of up to 50 parking spaces off of J Avenue near the downtown area. The parking will be added to the existing lot south of 14th Street along J Avenue approximately between 13th Street and 12th Place on the east side of the DART tracks. The City will coordinate with DART for a license agreement as this will be within DART's right-of-way. Walter P. Moore & Associates, Inc., was chosen based on a qualifications-based selection process that included the evaluation of their SF-330.</p> <p>The contract fee is \$66,750.00.</p> <table style="width:100%; margin-left: 20px;"> <tr> <td style="text-align:left;">Task</td> <td style="text-align:right;">Fee</td> </tr> <tr> <td style="text-align:left;">Basic Services</td> <td style="text-align:right;">\$41,090.00</td> </tr> <tr> <td style="text-align:left;">Special Services</td> <td style="text-align:right;"><u>\$25,660.00</u></td> </tr> <tr> <td style="text-align:right;">Total Amount:</td> <td style="text-align:right;">\$66,750.00</td> </tr> </table>					Task	Fee	Basic Services	\$41,090.00	Special Services	<u>\$25,660.00</u>	Total Amount:	\$66,750.00
Task	Fee											
Basic Services	\$41,090.00											
Special Services	<u>\$25,660.00</u>											
Total Amount:	\$66,750.00											
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies										
Location Map; Engineering Services Agreement		N/A										

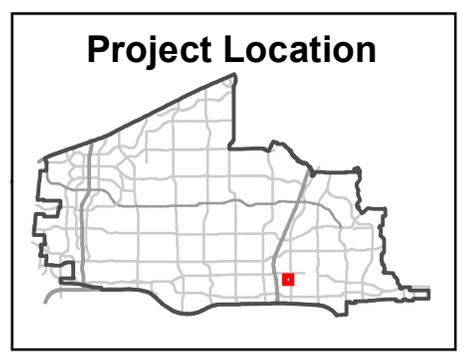


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City of Plano GIS Division
August, 2015

J Avenue Parking Lot Project # 6637



J AVENUE PARKING IMPROVEMENTS

PROJECT NO. 6637

PROFESSIONAL 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 **WALTER P. MOORE & ASSOCIATES, 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 **J AVENUE PARKING IMPROVEMENTS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER

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

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of

the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Engineer; however, the Project is the property of the City and Engineer may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Engineering Department
Attn: Husain Hamza, PE
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:

Walter P. Moore & Associates , Inc.
Attn: Ernest L. Fields, P.E., Principal
1845 Woodall Rodgers Freeway, Suite 1650
Dallas, TX 75201

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

WALTER P. MOORE & ASSOCIATES, INC.
A Texas Corporation

DATE: Sept. 4, 2015

BY: 
Ernest L. Fields, PE
PRINCIPAL

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 4th day of SEPTEMBER, 2015, by **ERNEST L. FIELDS, PE, PRINCIPAL**, of **WALTER P. MOORE & ASSOCIATES, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Stephanie Breanne Stretch
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

**CITY OF PLANO ENGINEERING - AVENUE J PARKING LOT EXPANSION
EXHIBIT "A" – SCOPE OF SERVICES**

Project Description

The project includes the following improvements in the vicinity of Avenue J, from 12th to 14th Street. The site is approximately 0.65 Acres and consists of the extension of the existing parking lot bounded by the DART rail line and J Avenue, located just south of the 14th Street. Furthermore, it includes the design of a soldier pile wall due to the close proximity to the DART tracks that would not allow for the necessary excavation of other wall designs.

PART I - PRELIMINARY ENGINEERING

A. Preliminary Investigation/Data Collection

1. Review Reports, utility plans and Data Collection, meeting with City staff to refine project requirements, expectations, and schedule, and obtaining pertinent utility plans, street plans, plats, existing easement information, and other features within the project area.
2. Field Surveying for Design Phase
 - a. Establish a local control network and tie into the existing City of Plano control network on the site.
 - b. Provide construction control points to be used for construction (a minimum of two). Set horizontal and vertical control monuments, with coordinates tied to the Horizontal Control Plan.
 - c. Verify horizontal and vertical locations of existing city facilities on the sites.
 - d. When underground utilities are exposed at the City's request, tie to the local control network.
 - e. Obtain topographic information including cross-sections of the existing ground features as needed for design.
 - f. Locate all pertinent features for design including, existing walls and slabs, existing buildings, existing pavements, fences, trees 4" diameter and larger, and utility appurtenances such as water valves, fire hydrants, manholes, etc., (within construction area) on the sites.
 - g. Contact utility companies to locate and uncover utilities which conflict with the proposed project. Tie uncovered utilities to the local control network.
 - h. Provide a drawing of the project sites with 1' contours and all located features.
 - i. Provide 3D Laser Scanning Technology that will allow mapping to occur without fouling the DART ROW.
3. Electrical Engineering Services:
 - a. Provide the Electrical engineering services to prepare the electrical construction documents for the project.

**CITY OF PLANO ENGINEERING - AVENUE J PARKING LOT EXPANSION
EXHIBIT "A" – SCOPE OF SERVICES**

- b. Design the expansion parking area illumination levels to be similar to the existing area unless directed otherwise by the City.
 - c. Provide the personnel time to visit the site to survey the lighting fixtures in the existing parking lot.
4. Geotechnical Engineering:
- a. Perform truck-mounted borings at the site with hand-borings as required to determine depths to rock, depending on locations this may require DART permitting. The engineer will take reasonable precautions to avoid damage to utilities and flatwork at the sites, but will only be responsible for damages at the sites caused by their negligent acts.
 - b. Do the laboratory testing required for the design of the soldier pile wall and pavement design recommendations.

B. Preliminary Design

1. Prepare preliminary plans:
- a. Establish preliminary horizontal and vertical alignment of parking lot and soldier pile wall.
 - b. Prepare cross-sections of proposed soldier pile wall indicating the general orientation of the wall with respect to the parking lot.
 - c. Prepare site drainage, grading and pavement plans.
 - d. Perform soldier pile wall structural calculations.
 - e. Locate adjacent utilities, and other improvements within a limit of ten feet beyond the proposed improvements.
 - i. Contact franchise utility companies such as gas, telephone, cable TV, and electricity to obtain record information for horizontal and vertical data for their facilities. Identify which utilities must be protected or relocated.
 - ii. Tie locations of exposed utilities to the local control network. When underground utilities are uncovered, tie locations to the local control network.
 - f. Establish preliminary easement needs including permanent and temporary construction easements. Show all existing easements on the plans.
2. Prepare a preliminary opinion of probable cost for the proposed solution. The purpose of the opinion is to confirm that the project is in general accordance with the construction budget. It is not a guarantee of the construction cost.
3. Submit to the City of Plano three (3) sets of preliminary plan drawings.
4. Meet with the City of Plano to review and discuss the preliminary plan drawings and engineering comments.
5. Distribute one set of preliminary drawings to local utility companies to obtain information regarding impacts to their facilities.

**CITY OF PLANO ENGINEERING - AVENUE J PARKING LOT EXPANSION
EXHIBIT "A" – SCOPE OF SERVICES**

PART II - FINAL ENGINEERING

A. Final Design

1. Finalize plans.
2. Revise preliminary plans and incorporate comments from the City of Plano.
3. Incorporate comments from the utility companies. If necessary, coordinate with utility companies to locate and uncover utilities which conflict with the proposed parking lot and soldier pile walls. Tie the location of uncovered utilities to the local control network.
4. Incorporate standard details into the plans and prepare additional details as required.

B. Prepare final technical specifications for the soldier pile wall and parking lot.

C. Revise the quantity estimate and prepare a revised estimate of probable construction cost based on the final design of the project.

D. Coordinate with DART to obtain approval for the project:

1. Meet with DART staff up to three times either in person or over the phone to discuss the project and what they will require to provide approval;
2. Assist in coordination with DART's design standards and permitting requirements.
3. Provide sealed structural calculations for the retaining wall.

E. Assist in preparing 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:

1. One copy of the finalized technical specifications.
2. 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.
3. One set of blueline or blackline prints of final drawings and one electronic set of final drawings for Purchasing.

F. Provide necessary Storm Water Pollution Prevention Concept Plans in accordance with the City of Plano requirements.

**CITY OF PLANO ENGINEERING - AVENUE J PARKING LOT EXPANSION
EXHIBIT "A" – SCOPE OF SERVICES**

- G. Submit one full size (22"x34") set and one half size (11"x17") set of final blackline prints, two bound copies of the bid manual and the unbound original bid manual set to the City of Plano.
- H. Submit a CD-ROM disk of the bid set plans and bid manual in PDF format. The City will post the bid documents to bidsync.com
- I. Submit one half size (11"x17") set of final blackline prints and one bound copy of the bid document to the City designated Material Testing Laboratory.
- J. Assist the City by responding to questions and interpreting bid documents.
- K. Prepare and provide the City with addenda to bid documents as necessary.
- L. Attend and assist City staff at the City bid opening.
- M. Provide bid tabulation (Excel) to the City of Plano within four working days of the bid opening.
- N. Evaluate the low and second low bidders. The review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references.
- O. Prepare a letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid opening.

PART III - CONSTRUCTION ADMINISTRATION

- A. Furnish 13 sets of final plans and seven (7) sets of the contract documents marked "**For Construction**".
- B. Assist the City of Plano staff in conducting one pre-construction conference with the Contractor.
- C. Assist the City of Plano in arranging for testing of materials and laboratory control during construction, which is to be conducted at the City's expense.
- D. Perform two site visits to the site each month (maximum of 6 total visits) to observe the progress and the quality of work and to attempt to determine if the work is proceeding in accordance with the Contract Documents. If the Engineer is requested to visit the site more frequently, the requested visits shall be considered an Additional Service. In performing the services above, the Engineer will endeavor to protect the City of Plano against defects and deficiencies; however, it is understood that the Engineer does not guarantee the Contractor's performance, nor

**CITY OF PLANO ENGINEERING - AVENUE J PARKING LOT EXPANSION
EXHIBIT "A" – SCOPE OF SERVICES**

is the Engineer responsible for supervision of the Contractor's operation and employees. The Engineer shall not be responsible for the acts or omissions of any person at the Project sites or otherwise performing any of the work of the Project.

- E. Review concrete mix design, samples, catalog data, shop drawings, laboratory tests, shop mill tests of material and test equipment and other submittal information to assure conformity with construction plans. Provide written responses to requests for information or clarification.
- F. Attend coordination meetings with contractors, inspection personnel, and City representatives.
- G. Interpret intent of the drawings and technical specifications for the City of Plano and the Contractor. Respond to contractor's verbal technical questions.
- H. Preparation of record "As-Built" drawings.

PART IV - ADDITIONAL SERVICES

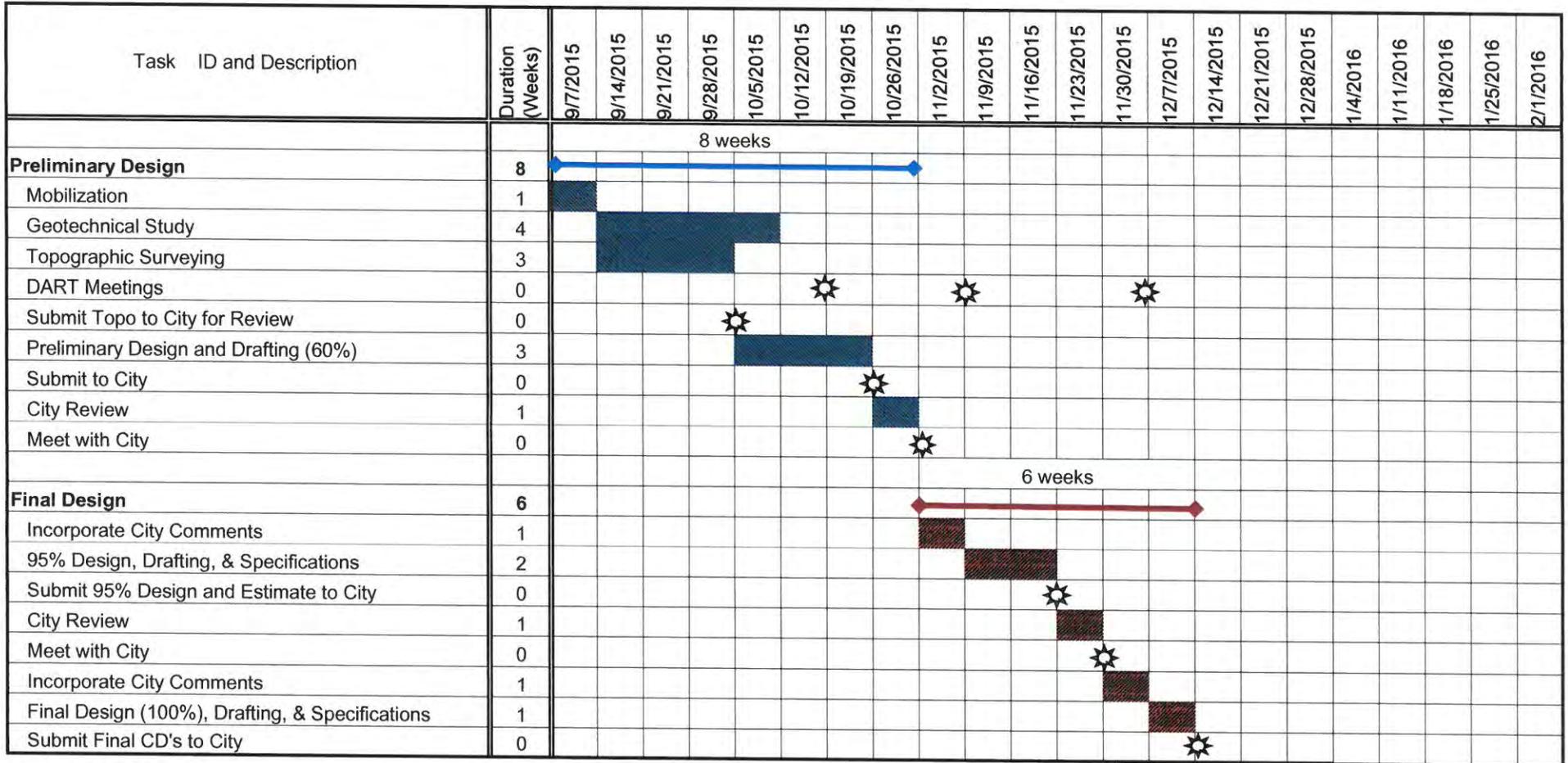
Additional Services to be performed by Engineer, if authorized by the City of Plano, which are not included in the above-described basic services, are described as follows:

- A. Preparation of any legal documentation between DART and the City that provides rights of use of the property and any surveying services related to this.
- B. Prepare final easement exhibits for any new easements required. This will include field surveying to tie property corners, metes and bounds descriptions for each easement which will be sealed by a Registered Professional Land Surveyor.
- C. Preparation of any easement or right-of-way documents;
- D. Assisting City of Plano with public meetings or hearings to inform residents;
- E. Performing title searches and examination of deed records;
- F. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications;
- G. Providing full time site inspection during construction of the project;
- H. Preparing a storm drain plan and profiles, if required;
- I. Performing designs for trench safety design services;

**CITY OF PLANO ENGINEERING - AVENUE J PARKING LOT EXPANSION
EXHIBIT "A" – SCOPE OF SERVICES**

- J.** Revisions to plans as result of revisions after completion of original final design (unless to correct error on original plans);
- K.** Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including preparation of engineering data and reports for assistance to the City of Plano;
- L.** Assisting the City of Plano in claims disputes with the Contractor(s);
- M.** 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;
- N.** 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 to address environmental issues;
- O.** Any Corps of Engineers work including but not limited to wetlands delineation, meetings with the Corps of Engineers staff, wetlands mitigation, or any other work not listed in the Scope of Services;
- P.** Attending Council meetings including preparation of all displays, reports, or other data for use at such meetings;
- Q.** Preparation of plans and/or specifications related to the relocation of utilities;
- R.** Fees for permits and advertising;
- S.** Flood plain reclamation plans;
- T.** Consulting services by others not included in proposal;
- U.** Inspection and testing services during construction;
- V.** Preparation and processing monthly or final construction pay estimates;
- W.** Determination of a floodway;
- X.** Preparation of a Request for Letter of Map Revision or Conditional Letter of Map Revision, or any work pertaining to it;
- Y.** Assisting the City with a final punch list of construction issues;

**City of Plano Engineering - Avenue J Parking Lot Expansion
EXHIBIT "B" – DESIGN SCHEDULE**



City of Plano Engineering - Avenue J Parking Lot Expansion
EXHIBIT "C" - FEE SCHEDULE

	Basic Services	Special Services
AVENUE J PARKING LOT EXPANSION		
Preliminary Engineering		
Project Management	\$2,800	
Parking Lot	\$7,110	
Retaining Wall	\$8,000	
Final Engineering		
Project Management	\$3,440	
Parking Lot	\$7,240	
Retaining Wall	\$8,120	
Construction		
Project Management	\$760	
As-Builts	\$1,320	
Site Visits	\$1,540	
Final Walk Through	\$760	
Special Services		
Topographical Survey		\$6,650
Electrical Engineering		\$6,570
Geotechnical Study		\$4,440
DART Approval		\$6,000
Reimbursables		\$2,000
	\$41,090	\$25,660

FEE SUMMARY (ALL SERVICES TO BE BILLED HOURLY)

	Basic Services	Special Services
PRELIMINARY ENGINEERING	\$17,910	
FINAL ENGINEERING	\$18,800	
CONSTRUCTION	\$4,380	
TOPOGRAPHIC SURVEYING		\$6,650
ELECTRICAL ENGINEERING		\$6,570
GEOTECHNICAL STUDY		\$4,440
DART APPROVAL		\$6,000
REIMBURSABLES		\$2,000
TOTAL NOT-TO-EXCEED FEE	\$41,090	\$25,660

**City of Plano Engineering - Avenue J Parking Lot Expansion
EXHIBIT "C" - FEE SCHEDULE**

**Hourly Invoicing Rates - 2015
Infrastructure Engineering Services**

<u>Category</u>	<u>Rate</u>
Senior Principal	\$275
Principal	\$240
Managing Director	\$190
Team Director	\$180
Senior Project Manager	\$180
Project Manager	\$160
Senior Engineer	\$160
Engineer	\$130
Graduate Engineer	\$110
Senior Designer	\$160
Designer	\$115
CADD Manager	\$110
Senior CADD Technician	\$110
CADD Technician	\$90
Engineering Intern	\$70
Senior Administrative Assistant	\$100
Administrative Assistant	\$70

EXHIBIT "D"
ENGINEERING
INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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



ADDITIONAL REMARKS SCHEDULE

AGENCY USI Southwest		NAMED INSURED Walter P. Moore and Associates, Inc. 1301 McKinney, Suite 1100 Houston TX 77010	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Blanket Waiver of Subrogation is provided on GL, Auto, Umbrella, Workers Compensation, and Professional Liability policies as required by written contract executed prior to a loss per policy form HG 00 01 06 05 (GL); HA 99 16 03 12 (Auto); ZL 00 03 06 05 (Umbrella); WC 42 03 04 (Workers Compensation) and LX8533 12 09 (Professional Liability)

EXHIBIT "E"

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

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **WALTER P. MOORE & ASSOCIATES, INC.**, a corporation organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **WALTER P. MOORE & ASSOCIATES, INC.**, is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

B. Equal Rights Compliance

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

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

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

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

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

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

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

WALTER P. MOORE & ASSOCIATES, INC.

By:

Ernest Fields
Signature

ERNEST FIELDS
Print Name

Principal
Title

9/4/2015
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 4th day of SEPTEMBER, 2015.

Stephanie Breanne Stretch
Notary Public, State of Texas

