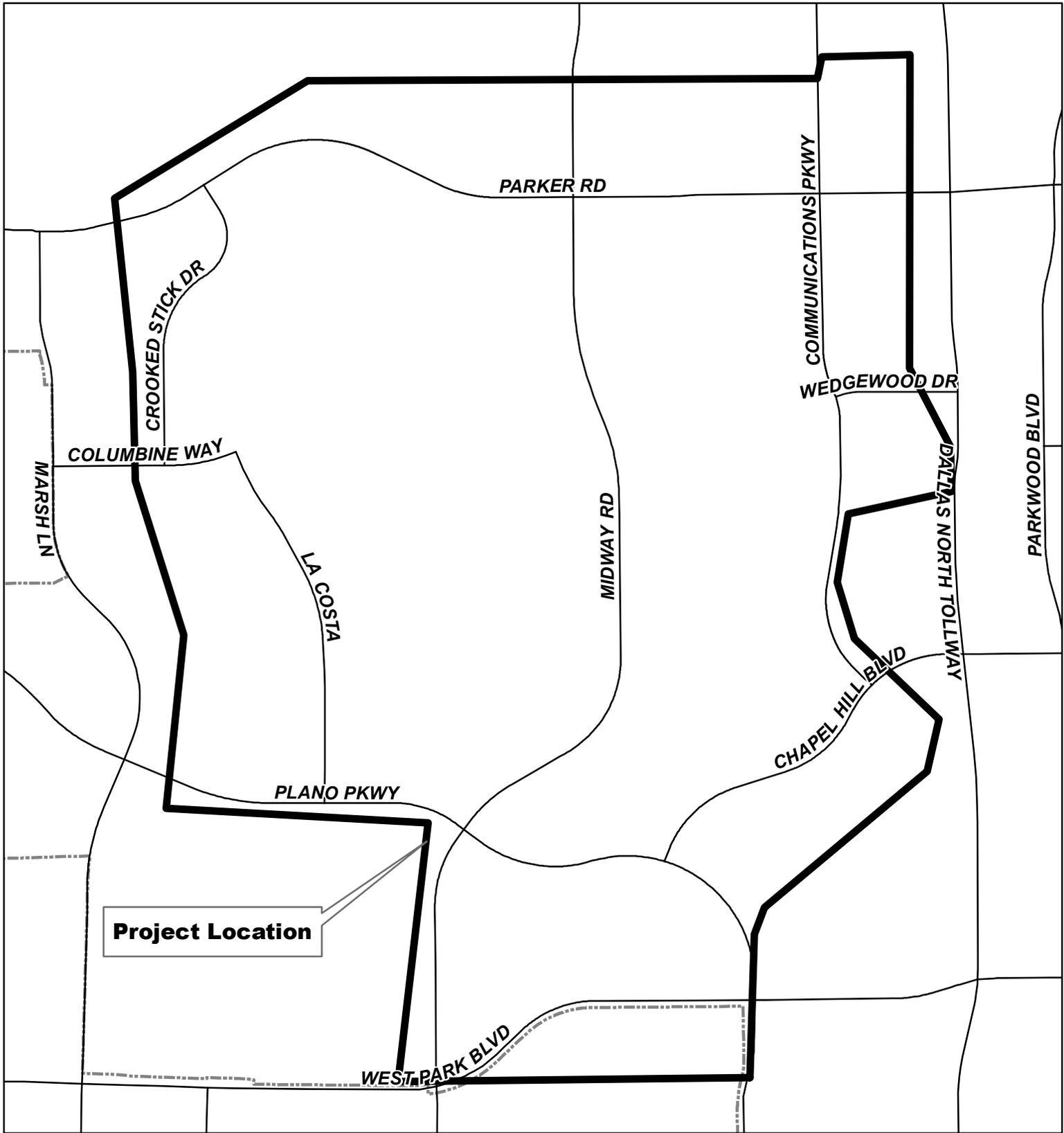


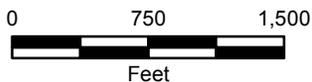


**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/28/15		
Department:		Engineering		
Department Head:		Jack Carr, PE		
Agenda Coordinator (include phone #): <b>Kathleen Schonne 7198</b> <span style="float:right"><b>Project No. 6647.2</b></span>				
<b>CAPTION</b>				
To ratify a Professional Services Agreement by and between the City of Plano and RJN Group, Inc., in the amount of \$95,506, for the Indian Creek Smoke Testing Basins 3 & 4 project; and authorizing the City Manager, or his authorized designee, 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>2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget	0	0	15,000,000	<b>15,000,000</b>
Encumbered/Expended Amount	0	0	0	<b>0</b>
This Item	0	0	-95,506	<b>-95,506</b>
BALANCE	0	0	14,904,494	<b>14,904,494</b>
<b>FUND(S): SEWER CIP</b>				
<p><b>COMMENTS:</b> Funding for this item is available in the 2015-16 Sewer CIP. Engineering services, in the amount of \$95,506, will leave a total of \$14,904,494 available for future expenditures to expand sanitary sewer capacity in the Indian Creek Basin.</p> <p><b>STRATEGIC PLAN GOAL:</b> Engineering services to study sewer lines and prepare recommendations for rehabilitation relates to the City's goals of a Financially Strong City with Service Excellence and Strong Local Economy.</p>				
<b>SUMMARY OF ITEM</b>				
This project is for smoke testing basins 3 & 4 of the Indian Creek Basin in accordance with the consultants proposal. The consultant was selected from the SF330 list.				
Mobilization / Startup			\$ 3,726.00	
Smoke Testing – Public Awareness, Data Entry			\$ 53,583.36	
Administration, Project Management			\$ 6,224.00	
Defect Analysis / Rehabilitation			\$ 8,032.00	
Inspection Data Database			\$ 6,472.00	
Rehabilitation Cost Estimates / Final Priority Ranking			\$ 6,412.00	
GIS Mapping / Database			\$ 5,892.00	
Draft / Final SSES Report			\$ 5,164.00	
		Total	\$ 95,505.36	
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Professional services agreement / Location Map		N/A		



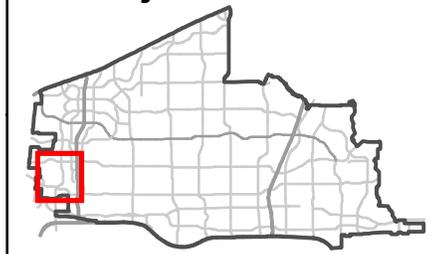
**Project Location**



City of Plano GIS Division  
September, 2015

**Indian Creek Smoke Testing  
Basins 3 and 4  
Project No. 6647-2**

**Project Location**



## INDIAN CREEK SMOKE TESTING BASINS 3 & 4

PROJECT NO. 6647.2

### 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 **RJN GROUP, INC.**, an **ILLINOIS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

#### WITNESSETH:

**WHEREAS**, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **INDIAN CREEK SMOKE TESTING BASINS 3 & 4** project located in the City of Plano, Collin and Denton 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.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the

same or similar locality and under the same or similar circumstances and professional license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

### **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 SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF**

**LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.**

**IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.**

### **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, Suite 250  
Attn: Tim Bennett, 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:

RJN Group, Inc.  
Attn: Tristan Nickel, PE, Project Manager  
12160 Abrams Road, Suite 400  
Dallas, TX 75243

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 and Denton 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.

**RJN GROUP, INC.**

An ILLINOIS Corporation, licensed to do  
business in the State of Texas

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

BY: \_\_\_\_\_

Hugh M. Kelso  
SENIOR VICE PRESIDENT

**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 \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **HUGH M. KELSO, Senior Vice President**, of **RJN GROUP, INC.**, an **ILLINOIS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.

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

**STATE OF TEXAS           §**  
  **§**  
**COUNTY OF COLLIN       §**

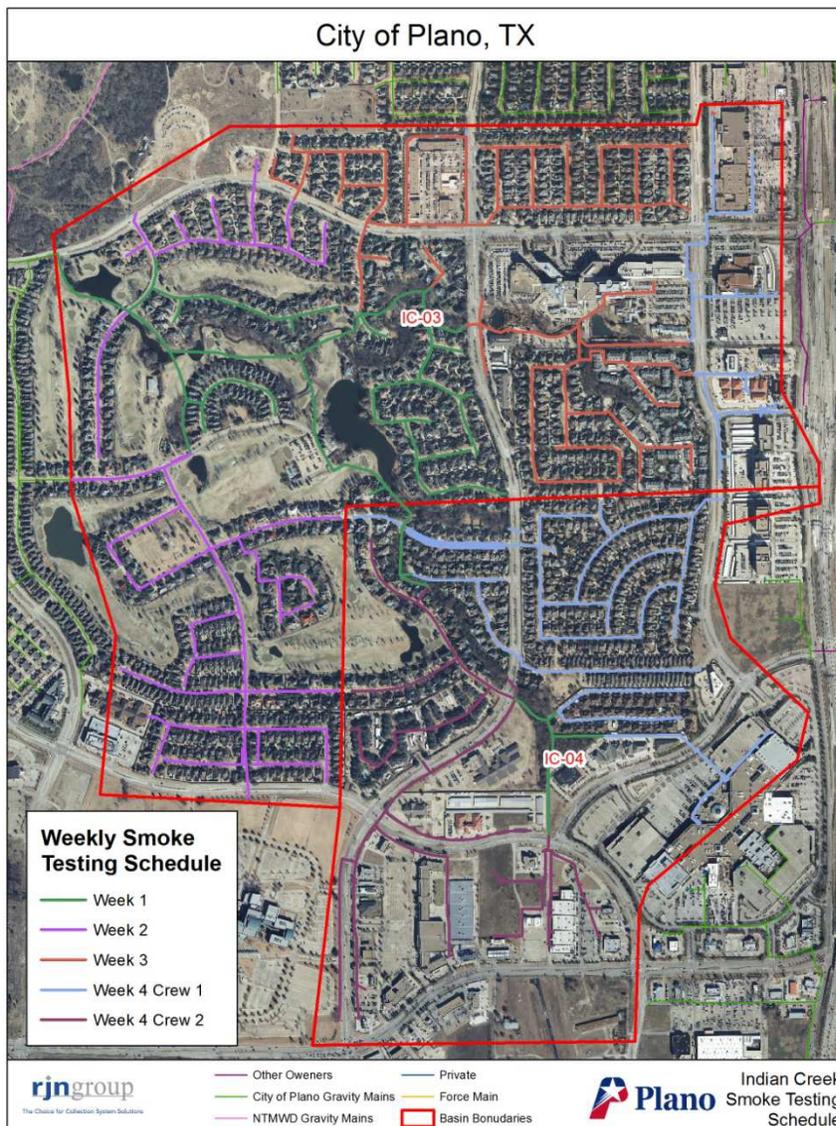
This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, by **BRUCE D. GLASSCOCK, City Manager**, of the **City of Plano, Texas**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

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

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**INDIAN CREEK SMOKE TESTING BASINS 3 & 4**  
**Project Number 6647.2**

**PROJECT DESCRIPTION**

This project will consist of a smoke testing portion of the Indian Creek Basin. The service areas included in this scope of services is shown below and includes approximately 111,632 linear feet of sewer lines in two sub-basins:



# SMOKE TESTING FOR INDIAN CREEK BASIN

The following summarizes the field testing tasks anticipated to complete within the City of Plano wastewater collection system.

## TASK 100 MOBILIZATION/STARTUP

Mobilize project team and coordinate startup. Establish personnel assignments and responsibilities. Inventory equipment needs and order expendable supplies.

## TASK 200 SMOKE TESTING OF STUDY AREA

Smoke testing will provide detailed information on wet weather inflow sources for the high priority study areas determined from the flow monitoring. In order to identify defects in the lines, a non-toxic smoke will be forced into the sewer by high capacity blowers.

A dual blower intensified smoke testing technique will be utilized to test sewer lines in the selected study areas. This enhanced method uses two (2) smoke blowers for each test segment instead of the conventional technique of one blower, and partial plugging of the segment. The objective is to provide the maximum amount of smoke pressure to identify connections from sources such as catch basins, roof leaders, yard drains, area drains, and detectable main line and lateral defects. Smoke testing will be performed only during dry periods to maximize the effectiveness of the smoke testing program.

At least forty-eight (48) hours and no greater than fourteen (14) days prior to testing, door hangers will be used to notify residents. In commercial areas, ENGINEER will deliver notices and prepare a list of all the businesses in the area. An acknowledgement from each business will be obtained whenever possible. A local telephone number will be provided for those individuals with questions or for anyone requiring special assistance. Each day the fire department will be notified of the crew location since smoke may enter homes through defective plumbing.

The consultant will install cleanout covers on cleanouts that are missing covers as determined by the smoke tests. Clean out covers to be provided by the City.

### ***DELIVERABLES:***

- Defects listing and database
- Digital photographs
- Smoke Notification Flyers and Notification of Residents
- Priority ranking of defects (both private and public sector)
- Repair methods and estimated costs
- GPS smoke defect locations to nearest-meter accuracy



**SMOKE TESTING  
NOTICE TO RESIDENT**

For the next few days, inspection crews will conduct a physical survey of the wastewater collection system. RJN Group, an engineering consultant hired by the City of Plano will perform this study, which involves opening manholes in the streets and backyard utility easements. Information gained from this study will be used to repair and improve the wastewater collection system.

One important task of the survey will be smoke testing of sewer lines to locate breaks and defects in the system. During this testing, white smoke will exit through vent pipes on the roofs of homes and through sewer line breaks. The smoke is non-toxic, leaves no residue, and creates no fire hazard. The smoke should not enter your home unless defective plumbing exists or drain traps are dry.

If you have seldom-used drains, please pour a gallon of water in the drain to fill the drain trap. This procedure will help prevent the possibility of smoke entering your living areas through those drains.

Field crews will perform testing of all sewers in the area. At no time will field crews have to enter your business or residence.

Your cooperation is appreciated. Should you have any additional questions concerning this study or if you desire special assistance, please phone:

**972.437.4300**

**David Trejo - RJN Project Engineer**

If you need additional information, call the City of Plano Engineering Dept: **972.941.7152**

#### TASK 300 ADMINISTRATION AND PROJECT MANAGEMENT

This task includes internal project administration and oversight including scheduling, budget, quality assurance, and control meetings and reporting. The project schedule will be reviewed in detail and milestones for the completion of each task will be assigned. The project schedule will be reviewed and updated monthly to ensure that all tasks are completed in a timely and organized fashion.

Management work items include:

1. Field crew supervision and project planning
2. Obtain initial maps for field use and verification
3. Prepare monthly billings
4. Schedule equipment and order supplies
5. Monthly meetings and progress reports

#### TASK 400 DEFECT ANALYSIS

This project will generate a considerable amount of data that will require proper entry and quality control. Data collection will include the following:

1. All collected data will be included in a Microsoft Access database.
2. All collected defect data will be correlated between sources to address duplicate defects that were identified by different testing methods.
3. Defect data will be presented graphically (data visualization) using the City of Plano GIS mapping system.
4. Evaluate the various rehabilitation options (including trenchless methods) based on the line cover, pipe depth, pipe material, and defects identified. Much of the baseline data required for rehabilitation decision is gathered during the normal course of field investigations.
5. Since private sector defects can contribute to excessive inflow, proper documentation for subsequent repair is important. Property owner address, photograph, and sufficient information to document the defect will be recorded and incorporated into the database.
6. Rehabilitation recommendations will consider the best repair for the particular asset (manhole, pipeline, etc.) being rehabilitated. A long-term least-cost solution may have an initial higher cost, but provide a higher level of service and lower operating and maintenance cost.

#### TASK 500 INSPECTION DATA DATABASE

All inspection data and photographs taken during the field investigation efforts will be provided as documentation and compiled into a Microsoft Access database.

#### TASK 600 REHABILITATION COST ESTIMATES/FINAL PRIORITY RANKING

Based on the inspection and testing results, the severity of each defect will be evaluated

and the estimated cost for repair will be assigned. Both public and private sector defects identified during the project will be evaluated. Estimated rehabilitation costs will utilize current bid tabulations to accurately estimate construction costs. For each public and private sector asset, a priority repair number will be assigned along with repair method and estimated cost.

#### TASK 700 GIS MAPPING/DATABASE

This task will update the existing City of Plano GIS maps based on the field observations. When new lines are discovered during the course of the project, they will be added to the GIS maps with new asset numbers. All manhole, cleanout, and mainline sewers will be identified by unique identifiers. The updated GIS maps and database will be provided upon the completion of the project.

#### TASK 800 DRAFT/FINAL SSES REPORT

The Draft and Final report will include an executive summary, conclusions, recommendations, and estimated costs. This report will summarize all field activities and provide a summary for use by management. Prepare and submit one (1) Draft Report in hard copy and five (5) draft report copies on CD-ROM for review and comments. Address comments and submit three (3) bound Final Reports in hard copy and ten (10) final report copies on CD-ROM, which will include electronic data summaries, rehabilitation costs, and supporting tables and maps. The comprehensive reports to include the following:

1. Executive Summary
2. Description of all tasks undertaken including methodologies
3. Mainline Rehabilitation Plan
4. Service Lateral Rehabilitation Plan
5. Appendix of collected field data, photographs and electronic database
6. Conclusions and recommendations
7. External Hard Drive with final report, databases, photographs, CCTV digital video, and GIS maps
8. Data visualization maps showing prioritized rehabilitation plan
9. Updated GIS maps

Reports shall be bound. All field data, photographs, maps, database, report narrative, etc. will be placed on hard drive and included with the Final Report.

## **EXHIBIT "B"**

### **SCHEDULE OF WORK**

In signing this Agreement, the City of Plano grants RJN Group, Inc.'s specific authorization to proceed under this Subcontract. RJN Group, Inc.'s services shall be completed within sixty (60) days of the receipt of the notice to proceed unless weather constraints do not allow for testing under acceptable conditions. The City will be kept informed if the schedule will not be met.

## EXHIBIT "C"

### COMPENSATION AND METHOD OF PAYMENT

#### *Basic Services*

Payment for the smoke testing work shall be a unit price for each linear foot of mainline smoke tested. The basis for partial payment will be the unit rate multiplied by the number of units completed. Lump sum items will be billed based on the percentage completion of the work task.

#### Detailed Cost Summaries

##### Smoke Testing for Indian Creek Basin Cost Summary

Task	Description	Quantity	Units	Unit Cost (\$)	Total (\$)
100	Mobilization/Startup	1	LS	4,546.00	3,726.00
200	Smoke Testing-Public Awareness, Data Entry	111,632	LF	0.48	53,583.36
300	Administration, Project Management	1	LS	6,224.00	6,224.00
400	Defect Analysis/Rehabilitation	1	LS	9,492.00	8,032.00
500	Inspection Data Database	1	LS	6,472.00	6,472.00
600	Rehabilitation Cost Estimates/Final Priority Ranking	1	LS	6,412.00	6,412.00
700	GIS Mapping/Database	1	LS	5,892.00	5,892.00
800	Draft/Final SSES Report	1	LS	5,164.00	5,164.00
	Total				95,505.36

**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



## 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 **RJN GROUP, INC.**, a corporation organized under the laws of the State of ILLINOIS, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **RJN GROUP, 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.

**RJN GROUP, INC.** \_\_\_\_\_

By: \_\_\_\_\_  
Signature

**HUGH M. KELSO** \_\_\_\_\_  
Print Name

**SENIOR VICE PRESIDENT** \_\_\_\_\_  
Title

\_\_\_\_\_  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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