



**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:		10/13/2014		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #):			Kathleen Schonne (7198)	
			Project No. 6337	
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and Verdunity, Inc., in the amount of \$117,705 for the Screening Wall Replacement - 15 th Street and Custer Road project; and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	150,000	0	150,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-117,705	0	-117,705
BALANCE	0	32,295	0	32,295
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funding is available in the 2014-15 Street Improvement CIP. This item, in the amount of \$117,705, will leave a current year balance of \$32,295 available for the Screening Wall Replacement – 15th Street and Custer Road project.</p> <p>STRATEGIC PLAN GOAL: Obtaining professional engineering services for the design and construction of capital improvements relates to the City's goals of Great Neighborhoods – 1st Choice to Live and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This agreement is for engineering services for screening wall replacement along the north side of 15th Street between Cloisters and Stratford and along the east side of Custer between Baffin Bay and Macao. The 15th Street location includes replacement of the alley, screening wall and sidewalk (1200 feet). The Custer Road location includes the replacement of sidewalk and screening wall (1554 feet) as well as a short section of alley replacement.</p> <p>The contract fee is for \$117,705.00 and is detailed as follows:</p>				
1.0 Project Management & Coordination				\$ 8,500
2.0 Survey, Geotech, SUE & Data Collection				
2.1 Survey				\$ 26,730
2.2 Geotech				\$ 8,250
2.3 SUE				
1.0 Project Management & Coordination				\$ 6,930
2.3.2 Level "B"				\$ 2,475



**CITY OF PLANO
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2.4 Data Collection	\$ 4,575
3.0 Preliminary Design	\$ 28,480
4.0 Final Design	\$ 18,585
5.0 Bid Phase	\$ 6,840
6.0 Construction Administration	\$ 3,390
7.0 Expenses	\$ 2,950
TOTAL FEE, BASIC SERVICES	\$117,705
https://maps.google.com/maps?q=15th+Street+and+Custer+Road&hl=en&sl=33.061262,-96.736625&sspn=0.187315,0.363579&t=h&hnear=Plano,+Texas&z=16	
List of Supporting Documents: Location Maps; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A

WEST PARK BLVD

STRATFORD DR

PROJECT LOCATION

15TH ST

MILL VALLEY DR

GLENCLIFF DR

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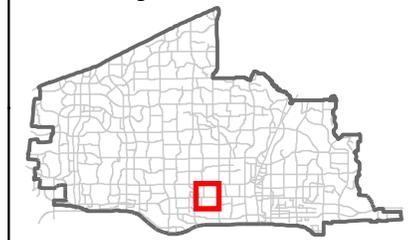
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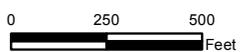
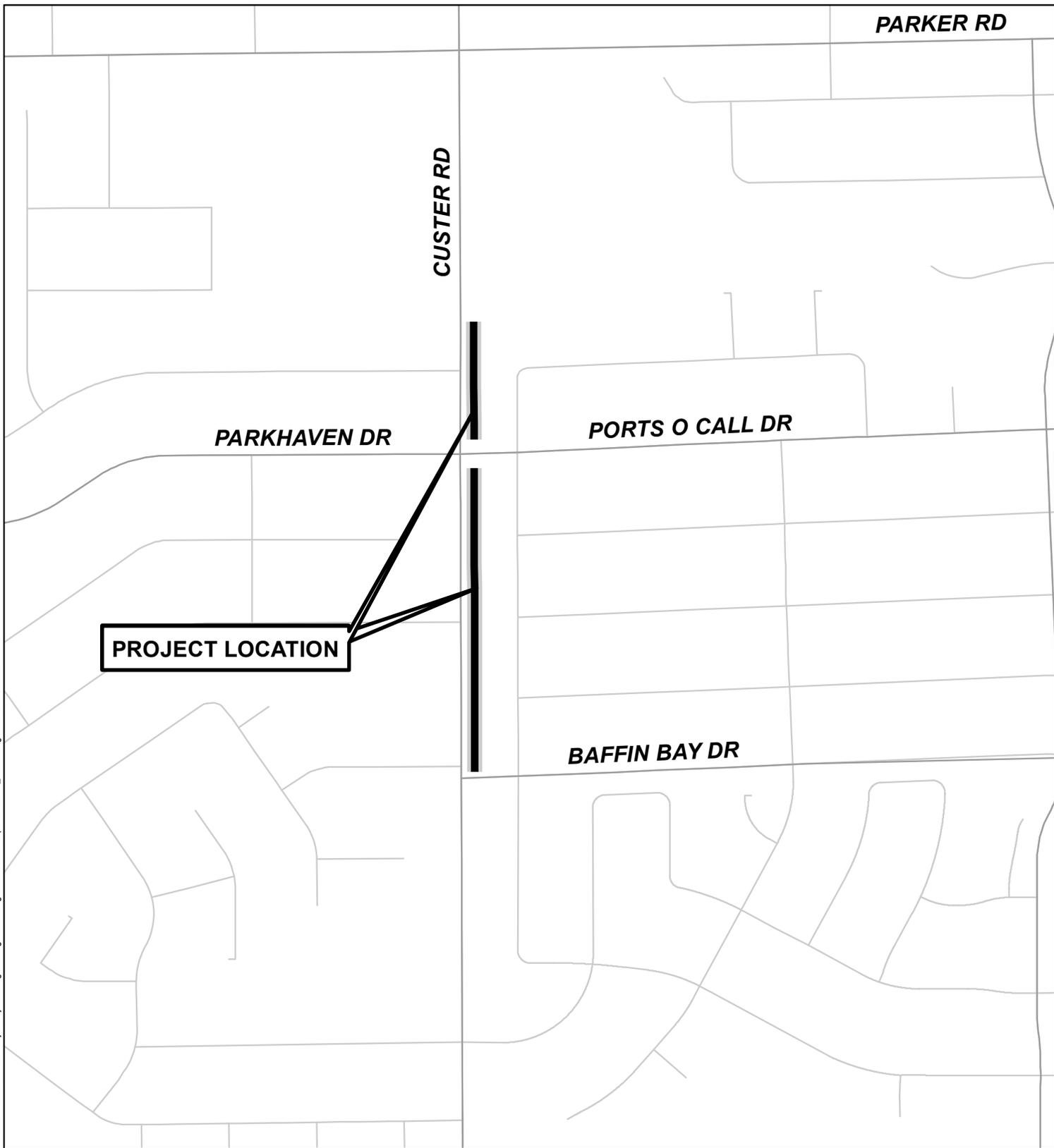
15th Street Screening Wall Project Project No. 6337

October, 2014
Source: City of Plano GIS Division

Project Location

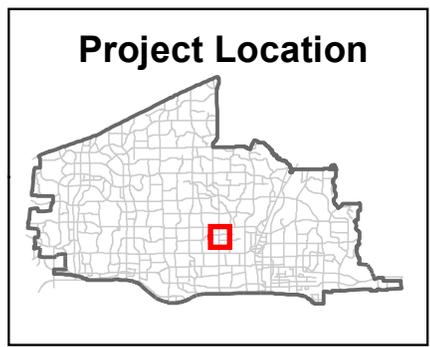


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**Custer Road
Screening Wall Project
Project No. 6337**

October, 2014
Source: City of Plano GIS Division



SCREENING WALL REPLACEMENT – 15TH STREET AND CUSTER ROAD

PROJECT NO. 6337

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 **VERDUNITY, INC.**, a **TEXAS S** 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 **SCREENING WALL REPLACEMENT – 15TH STREET AND CUSTER ROAD** 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
Attn: Husain Hamza, P.E.
Engineering Department, Suite 250
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:

Verdunity, Inc.
Attn: Kristin Green, Principal
1302 Andrew Court
Lewisville, TX 75056

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.

DATE: 9/23/14

VERDUNITY, INC.
A Texas S Corporation
BY: Kristin Green
Kristin Green
PRINCIPAL

DATE: _____

CITY OF PLANO, TEXAS
BY: _____
Bruce D. Glasscock
CITY MANAGER

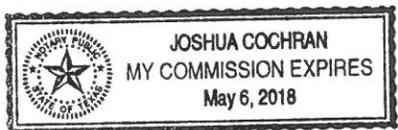
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 23rd day of September, 2014, by **KRISTIN GREEN, PRINCIPAL**, of **VERDUNITY, INC.**, a **TEXAS S** corporation, on behalf of said corporation.



Joshua Cochran
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2014, 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
PROJECT NO. 6337
SCREENING WALL REPLACEMENT - 15th STREET AND CUSTER ROAD

PROJECT DESCRIPTION:

The general objective of this project is to prepare plans, specifications and construction cost estimates (PS&E) for the replacement of the existing screening walls, sidewalks and alley pavement in the following locations:

- 15th Street – replace alley, screening wall and sidewalk on the north side of 15th from Cloister to Stratford
- Custer Road – replace the screening wall and sidewalk on the east side of Custer from Baffin Bay to Macao. A portion of the alley behind 2909 Las Palmas Lane will be removed and replaced to alleviate a drainage issue. A combination inlet will be installed in the alley, and a lateral will be connected to the existing storm sewer inlet on Custer near the intersection with Ports O Call Drive.

Specific design tasks will include:

- Topographic survey
- Geotechnical investigation and report
- Subsurface utility engineering (Levels A and B) and survey
- Screening wall plan, profiles and details
- Alley reconstruction plan, profiles, cross sections and details
- Inlet and storm drain lateral plan, profile and details (and accompanying calculations)

BASIC SERVICES:

A. Design Standards

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

City of Plano:

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

NCTCOG:

- Standard Specifications for Public Works Construction, 1998 Amendment
2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Research and Data Collection –

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.

C. Subsurface Utility Exploration –

1. The Subsurface Utility Engineering (SUE) work required for this project will be performed in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38- 02.
2. The Quality Level from the designated ASCE Publication to be utilized on this project are is as follows:
 - Quality Level A (QL"A") – Also known as "locating", this quality level provides precise three dimensional (x,y,z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.
 - Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the horizontal position of subsurface utilities within approximately one foot.
3. The Consultant will utilize a vacuum excavation truck to excavate test holes for the purpose of exposing utilities that may be present at four (4) locations along Kimberly alley and two (2) locations along Las Palmas alley north of Ports O Call. Each test hole shall be 1 foot wide and 4 feet deep. These test holes are assumed to be in soil, not rock. Access will be through the alleyway or parking alongside the roadway with no lane closures. If lane closure is necessary, it will only be performed between the hours of 9:00 AM and 4:00 PM, Monday through Saturday. Lane closure, if necessary will require a permit with the City's Engineering Department with an approved traffic control plan. Existing alley pavement removed for SUE shall be replaced within 72 hours with concrete in accordance with City of Plano standard details and specifications.

4. The Consultant will provide QL"B" services for both alley projects, Kimberly alley from Stratford to Cloister and Las Palmas alley from Ports O Call Drive to Macao Drive, totaling 1,400 LF. During the QL"B" process, Consultant will provide electronic depths for each toneable utility or a non-toneable utility that a rodder can be inserted such as a sanitary sewer line.
5. Produce a field sketch depicting the existing utilities, labeled with current owner information, discovered during the trenching process. The line size and depth from existing grade will also be presented on the SUE field sketch. Base maps/topographic files prepared for this project in AutoCad format shall be used in preparing the SUE field sketch. All discovered and any unidentifiable utilities discovered during the trenching activities will be depicted on the alley construction plan sheets for the project.
6. The SUE field work shall be done in coordination with the site field surveying to allow the utilities' horizontal and vertical locations to be tied to the project horizontal and vertical control.

D. Design Survey –

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 surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. OnCor 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. Provide alley cross sections at a fifty-foot (50') interval relative to the project baseline, at all driveway centerlines, and at curb line and centerline of intersecting streets. Cross sections are for project design review and quantity takeoffs and may not be a part of the final construction plan set.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

E. Right-of-way and Easement Requirements –

1. All construction will be within existing City right-of-way. No right-of-way or easement parcels are anticipated for this project.

F. Geotechnical Report –

1. Perform geotechnical investigation for proposed design in the project area. Submit one copy of geotechnical report to the City with the preliminary design plans.
2. The geotechnical report shall include, but not be limited to the following:
A subsurface investigation consisting of soil and rock borings drilled to depth of 10 feet to observe general site conditions, explore the subsurface materials, obtain samples for laboratory analysis and observe short-term groundwater levels as encountered during the drilling of the borings.

Laboratory testing on selected samples to classify soil and rock types and to determine the engineering properties of the subsurface materials.

Soil classification based on laboratory tests, estimation of subgrade support characteristics and recommended subgrade stabilization using lime for a rigid pavement.
3. Utilize existing geotechnical data available from the City of Plano for improvements.
4. Show geotechnical boring locations on the plan view of the construction drawings and cross reference to the geotechnical report. Soil horizon and vertical bore information shall (shall not) be shown on the vertical profile view of the construction plans.

G. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Site Key Map and Horizontal Control Plan
 - General Notes and Quantity Summary sheet(s)
 - Typical sections and detail sheets
 - Construction phasing and temporary traffic control sheets
 - Demolition plans. Scale 1"=40'
 - Paving plan & profile sheets for alley reconstruction. Scale 1"=40'
 - Alley cross section sheets
 - Screening wall plan & profile sheets
 - Screening wall details. Review the structural details provided by City and modify as required for this location.
 - Storm drain inlet and lateral plan & profile sheets (drainage calcs to be included on same sheet)
 - Construction erosion control plan sheet(s)
 - SWPPP Narrative sheet meeting TCEQ and City of Plano requirements.

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. On rehabilitation projects, verify that the existing streetlights meet our coverage requirements.
3. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
4. Prepare an outline list of special technical specifications needed for the project (if any).
5. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
6. Submit 6 sets of 22x34 preliminary plans, PDF of plans formatted for 22x34 printing, outline list of special technical specifications and preliminary statement of probable construction cost to the City Engineering Department for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Parks
 - Other
7. Provide an AutoCAD dwg and an electronic PDF format half size set of preliminary utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets, retaining wall sheets, cross sections, and SUE sketches.
8. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.

H. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate standard details into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare pre-final construction cost estimates.

7. Submit 6 sets of 22x34 preliminary plans, PDF of plans formatted for 22x34 printing, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Provide an AutoCAD dwg and an electronic PDF format half size set of pre-final utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets and SUE field sketches.
9. Incorporate City final comments into the plans and bid documents.
10. Submit an electronic copy of the corrected bid schedule and special technical specifications in MS Word format to the City for inclusion in the bid document. The City will provide the original unbound bid document to the Consultant for printing purposes.
11. Submit three sets of final black line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
12. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

I. Bid Phase Services –

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents if requested, 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.
4. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
7. Submit a CD-ROM disk of the bid set plans in a PDF format.
8. Provide bid tabulation to the City of Plano within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
10. Assist City staff in a pre-construction conference.
11. Furnish thirteen sets of final construction plans and three sets of the contract documents manual to the City for construction.

J. Construction Administration –

1. Provide up to 4 site visits by the design engineer, if requested by the City, with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.
3. Assist the City staff in conducting the final inspection.
4. Recommend final acceptance of work when acceptable.
5. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de- speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

K. Construction Control Survey –

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

SPECIAL SERVICES:

A. None

EXHIBIT "B"

SCHEDULE OF WORK

**PROJECT NO. 6337
SCREENING WALL REPLACEMENT - 15th STREET AND CUSTER ROAD**

PROJECT SCHEDULE:

<i>TASK</i>	<i>DURATION</i>
Notice to Proceed	
Survey, Geotech, SUE & Data Collection	5 weeks
Preliminary (65%) Design Submittal	6 weeks
Draft Final (95%) Design Submittal	4 weeks
Final, Ready to Advertise (100%) Submittal	2 weeks
Bidding, Advertisement & Award	4 weeks
Construction Administration	4 months (est)
<i>TOTAL PROJECT DURATION (INCL 2 WEEK CITY REVIEWS) 10 MONTHS</i>	

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

PROJECT NO. 6337 SCREENING WALL REPLACEMENT - 15th STREET AND CUSTER ROAD

PROJECT FEE SCHEDULE:

VERDUNITY, Inc. proposes to complete the work outlined in Exhibit A: Scope of Services for the fee outlined below. All work will be invoiced on a lump sum basis per percentage complete for each task. Expenses will be invoiced at cost plus a 10% markup for processing.

<u>BASIC SERVICES TASK</u>	<u>FEE</u>
1.0 Project Management & Coordination	\$ 8,500
2.0 Survey, Geotech, SUE & Data Collection	
2.1 Survey	\$ 26,730
2.2 Geotech	\$ 8,250
2.3 SUE	
2.3.1 Level "A"	\$ 6,930
2.3.2 Level "B"	\$ 2,475
2.4 Data Collection	\$ 4,575
3.0 Preliminary Design	\$ 28,480
4.0 Final Design	\$ 18,585
5.0 Bid Phase	\$ 6,840
6.0 Construction Administration	\$ 3,390
7.0 Expenses	\$ 2,950
TOTAL FEE, BASIC SERVICES	\$117,705

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	\$500,000 combined single limit for bodily injury and property damage
<input type="checkbox"/> 8. Products	damage each occurrence with
<input type="checkbox"/> 9. Completed Operations	\$1,000,000 general aggregate that applies to project under contract
<input checked="" type="checkbox"/> 10. Contractual Liability	
<input checked="" type="checkbox"/> 11. Personal Injury Liability	\$500,000 each offense & aggregate
<input type="checkbox"/> 12. XCU Coverages	
<input checked="" type="checkbox"/> 13. Automobile Liability	\$500,000 Bodily Injury & Property
<input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned	Damage each accident
<input type="checkbox"/> 15. Motor Carrier Act Endorsement	
<input checked="" type="checkbox"/> 16. Professional Liability	\$1,000,000 each claim \$2,000,000 aggregate
<input type="checkbox"/> 17. Garage Liability	\$ _____ BI & PD each occurrence

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Verdunity, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Verdunity, Inc. is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Verdunity, Inc.

Name of Consultant

By:

Kristin Green

Signature

Kristin Green

Print Name

Principal

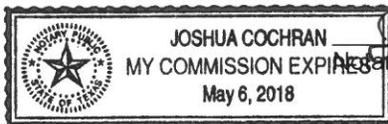
Title

9/23/14

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 23rd day of September, 2014.



Joshua Cochran
Notary Public, State of Texas