



**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:		10/13/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				Project No. 6342
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and Burgess & Niple, Inc., in the amount of \$223,815, for the Dallas North, Los Rios, Ridgewood & Westgate Water Rehabilitation 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	1,000,000	500,000	1,500,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-223,815	0	-223,815
BALANCE	0	776,185	500,000	1,276,185
FUND(S): WATER CIP				
<p>COMMENTS: Funding is included in the 2014-15 Water CIP. This item, in the amount of \$223,815, will leave a current year balance of \$776,185 available for further expenditures on the Dallas North, Los Rios, Ridgewood & Westgate Water Rehabilitation project.</p> <p>STRATEGIC PLAN GOAL: Obtaining professional engineering services for design work on water rehabilitation projects relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>This agreement is for engineering design services to include improvement of approximately 10,750 linear feet of 6-inch and 8-inch water line rehabilitation at the following ten (10) locations:</p> <ol style="list-style-type: none"> 1. Greenway Drive - 15th St. to Merrimac Drive 2. Monticello Circle - Greenway Drive to Greenway Drive 3. Claridge Circle - Greenway Drive to Greenway Drive 4. Fresno Road- Los Robles Drive to Country Club Drive 5. Pueblo Court - Los Robles Drive to End 6. Palo Alto Circle - Aliso Road to End 7. Sherrye Place - Shiloh Road to End 8. Hendrick Drive - Shiloh Road to Timberline Drive 9. Timberline Drive - Hendrick Drive to Valencia Drive 10. Kipling Drive - Lookout Trail to Premier Drive <p>The contract fee is for \$ 223,815.00 and is detailed as follows:</p>				



**CITY OF PLANO
COUNCIL AGENDA ITEM**

BASIC SERVICES

1. Research and Data Collection	\$ 9,520.00
2. Design Survey	\$ 31,200.00
3. Preliminary Design	\$ 113,000.00
4. Final Design	\$ 48,400.00
5. Bid Phase	\$ 4,850.00
6. Construction Administration	\$ 3,920.00
TOTAL BASIC FEE	\$ 210,890.00

SPECIAL SERVICES

1. Right of Way / Easement Preparation	\$ 7,425.00
2. Construction Control Survey	\$ 5,500.00
TOTAL SPECIAL SERVICES	\$ 12,925.00

TOTAL FEE **\$ 223,815.00**

Funding is available from the 2014-15 Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$ 2,000,000.00.

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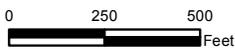
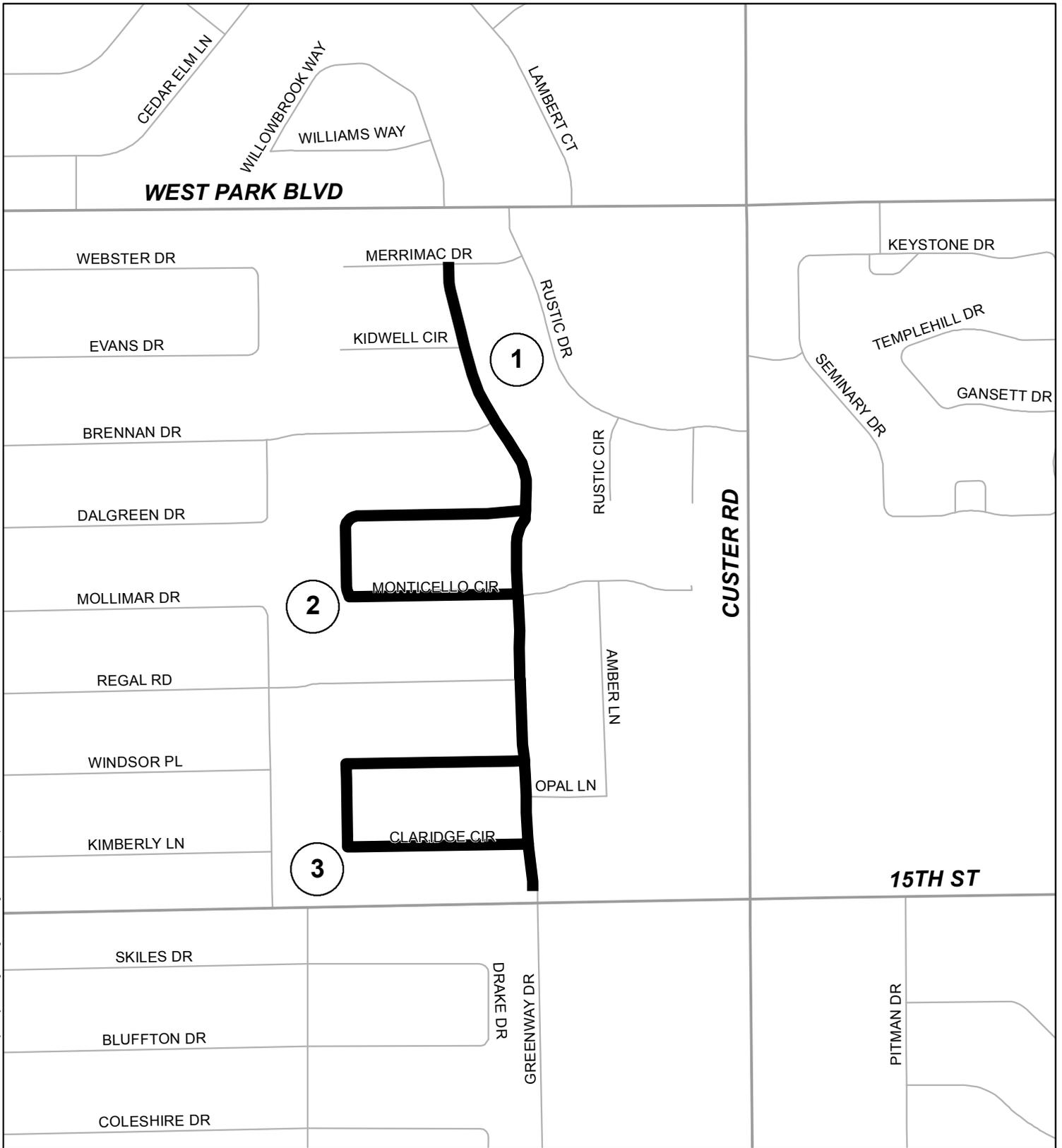
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List of Supporting Documents:
Location Maps; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies
N/A

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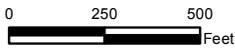
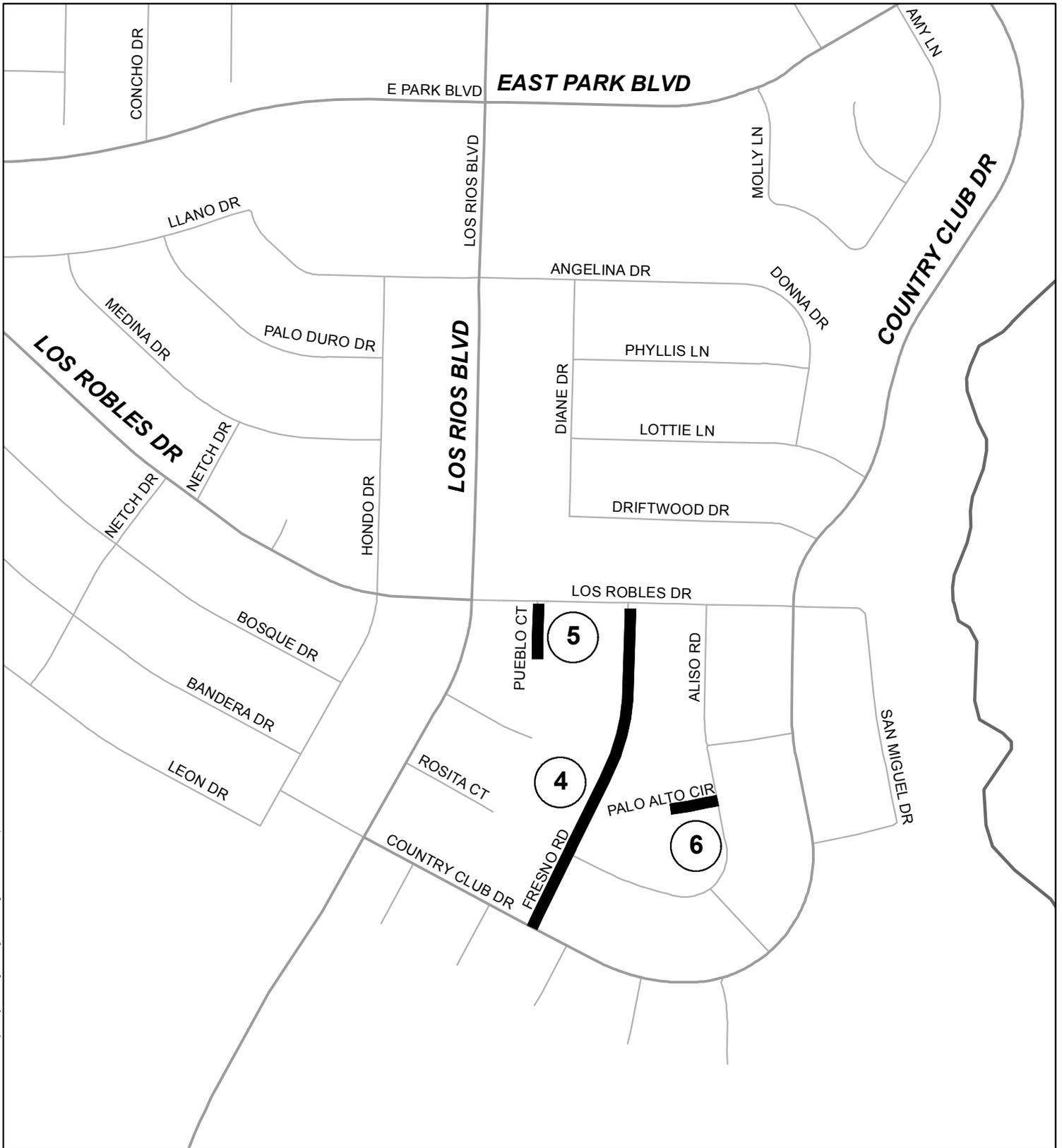


**Dallas North, Los Rios,
Ridgewood & Westgate
Water Rehabilitation
Project No. 6342
1 of 4**

Project Location

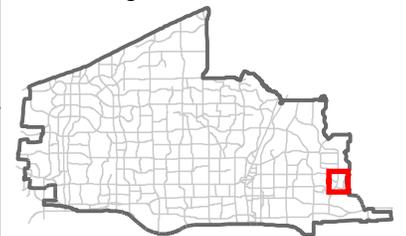


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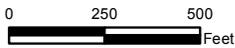
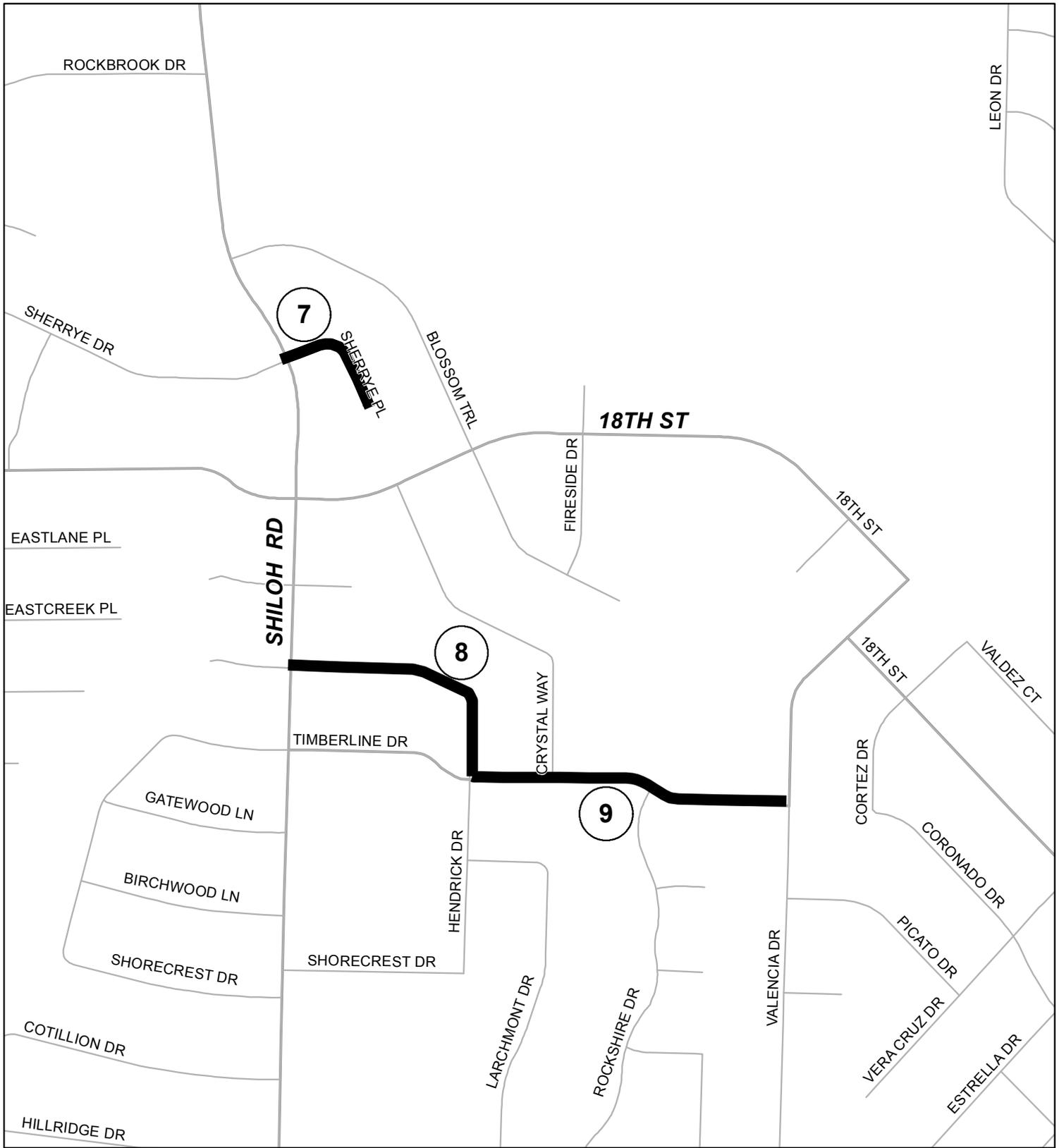


**Dallas North, Los Rios,
Ridgewood & Westgate
Water Rehabilitation
Project No. 6342
2 of 4**

Project Location

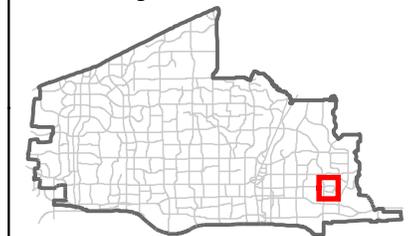


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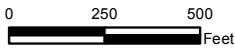


**Dallas North, Los Rios,
Ridgewood & Westgate
Water Rehabilitation
Project No. 6342
3 of 4**

Project Location



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**Dallas North, Los Rios,
Ridgewood & Westgate
Water Rehabilitation
Project No. 6342
4 of 4**

Project Location



**DALLAS NORTH, LOS RIOS, RIDGEWOOD & WESTGATE
WATER REHABILITATION**

PROJECT NO. 6342

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 **BURGESS & NIPLÉ, INC.**, an **OHIO** 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 **DALLAS NORTH, LOS RIOS, RIDGEWOOD & WESTGATE WATER REHABILITATION** 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: James Caswell, 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:

Burgess & Niple, Inc.
Attn: Lowell DeGroot, Sr. Project Manager
12750 Merit Drive, Park Central 7, Suite 425
Dallas, TX 75251

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.

BURGESS & NIPLE, INC.

An Ohio Corporation licensed to do
business in the State of Texas

DATE: 9/23/2014

BY: 
Steven D. Sanders, P.E.
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

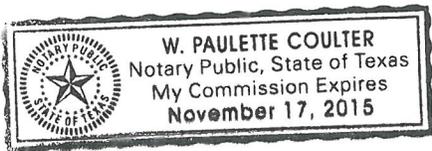
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 23rd day of September, 2014, by **STEVEN D. SANDERS, P.E.**, Vice President, of **Burgess & Niple, Inc.**, an Ohio corporation licensed to do business in the State of Texas, on behalf of said corporation.



W. Paulette Coulter
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**

**DALLAS NORTH, LOS RIOS, RIDGEWOOD & WESTGATE
WATER REHABILITATION
PROJECT NUMBER 6342**

PROJECT DESCRIPTION:

This project includes preliminary and final design and construction related professional engineering services for the replacement or installation of approximately 10,750 L.F. of 8" and 6" water lines (locations listed below) to include all related appurtenances (such as: valves, services, fire hydrants, etc.). In general, all new water lines shall be 8" diameter except on short dead end cul-de-sacs, where water lines shall be 6" diameter unless a fire hydrant is existing or proposed. In those cases the water line shall be an 8" with a 6" gate valve and 6" fire hydrant lateral. Fire hydrants shall be installed if existing fire hydrants are more than 500' apart. Normal sanitary sewer location is at the street centerline. Normal water line location is 10' off the street centerline, which is 3' off existing curb face for a 26'(f-f) street width and would (with a 3' c-c separation between the existing and proposed waterlines) be replaced at the curb face. For a 36' (f-f) street width, the normal water line location would be 8' off the existing curb face and would be replaced at 5' off the existing curb face. However, if the existing water lines are in a non-standard location, the replacement location will vary. All services and meter boxes will be replaced. All existing meters, which fall in a walk or driveway, will need to be relocated out of the walk or driveway with the project. Barrier free ramps will need to be replaced on all street corners at street intersections unless they are up to current standards with brick or tile inserts. Barrier free ramps at alleys will not be replaced unless there is a need to replace the alley approach due to the water line construction location or a poor condition of the alley approach itself.

The project is at the following locations:

Street	Limits	Footage
1. Greenway Dr.	15 th St. to Merrimac Dr	2,410
2. Monticello Cir.	Greenway Dr. to Greenway Dr.	1,594
3. Claridge Cir.	Greenway Dr. to Greenway Dr.	1,640
4. Fresno Rd.	Los Robles Dr. to Country Club Dr	1,275
5. Pueblo Ct.	Los Robles Dr. to End	207

6.	Palo Alto Cir.	Aliso Rd. to End	179
7.	Sherrye Pl.	Shiloh Rd. to End	470
8.	Hendrick Dr.	Shiloh Rd. to Timberline Dr.	1,040
9.	Timberline Dr.	Hendrick Dr. to Valencia Dr.	1,200
10.	Kipling Dr.	Lookout Trail to Premier Dr.	<u>735</u>
		Total	10,750

BASIC SERVICES:

A. Design Standards

1. This project shall be designed in accordance with the following:
 - Geodetic Monumentation Manual
 - Manual for Right-of-Way Management
 - Storm Drainage Design Manual
 - Stream Bank Stabilization Manual
 - Erosion & Sediment Control Manual
 - Thorough Fare Standards Rules & Regulations
 - Manual for the Design of Water & Sanitary Sewer Lines
 - Standard Construction Details
 - Barrier Free Ramp Details
 - NCTCOG Standard Specifications for Public Works Construction
 - Special Provisions to Standard Specifications for Public Works Construction
2. All plans submitted to the City shall be signed and sealed in accordance with state law.

B. Research and Data Collection

1. Attend one (1) meeting with City of Plano engineering staff and obtain design criteria and basic pertinent water line plans and plats. Obtain additional plans for streets, sanitary sewer, right-of-way maps, existing easement information, and other information available for the project area from Planning Dept. record drawings personnel.
2. Attend one (1) meeting with the City of Plano project manager and conduct an on-site review and walk through.

3. Request and research for plans on existing power, telephone, gas, cable or other utilities in the project area to show on the plans.
4. The extent of replacement due to existing condition of pavement, curb, sidewalk and driveways will be determined and provided to the consultant by City Engineering Dept. staff (after obtaining input from the City Public Works Dept.) with the first plan review and will be shown by consultant on plans and included in the project. The extent of replacement for these items due to project construction will be determined and recommended by the consultant. This will depend upon where the water line replacement occurs. If water line work requires replacement of the adjacent curb, then lead walks and drives must be replaced. Drives replaced must have a minimum 4' section with a 2% cross slope matching existing adjacent walk.

C. 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. Effort will be made to locate existing utilities through DIG-TESS. Paint mark and flags within the project corridor will be surveyed in.
4. For streets requiring waterline replacement. Survey from R.O.W. line to R.O.W. line on 50' sections and include surveying all existing right-of-way /property lines with property corner monument location/ties (or by other means if property corners cannot be found) sufficient, in the engineer's opinion to establish block corners and right-of-way, all existing utilities, curbs, mailboxes, driveways, landscaping, sidewalks, fence lines, power poles, and all other visible surface features. All manholes and inlets shall have the flow line surveyed. Water valves to have top of nut shots. On Greenway, topographic will extend 10' past the east R.O.W. line from Opal to Monticello for to include waterline easement.
5. Provide spot elevation ties as necessary for existing and proposed curb profiles on side where water line is to be replaced and roadway cross sections in project areas relative to the project baseline at 50' intervals for the half roadway where the waterline is to be replaced. Provide additional cross sections at driveways (to the back of walk line and 10'

beyond) and street intersections (to 50' beyond the curb line). Provide sufficient survey to provide for plan and curb grade design on Kipling from 709 Kipling to Lookout.

6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address and legal description (lot, block, addition) of all adjacent properties to the proposed construction and show on drawings.

D. Preliminary Design

1. Prepare preliminary construction plans (Sheet size 22" x 34"). Prepare the following sheets at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheets. Scale 1"= 100'.
 - General Notes
 - Quantity sheet (by individual location and sheet by sheet).
 - Typical sections and detail sheets.
 - Construction phasing and temporary traffic control sheets. (1"=40'). Construction phasing may be a written description and traffic control may be by use of a generic traffic control sheet to be used for all locations where applicable. Scale: 1"=40'.
 - Plan and profile sheets for water improvements (scale 1"=20' horizontal and 1"=5' vertical). Profile required only for water lines 12" and larger. Otherwise, profiles are required only for points where the proposed water line is anticipated to conflict with other underground utility lines. Sheets should show: existing topographic features; existing utilities; property addresses with individual lot property lines; easements; public ROW lines; horizontal alignment of existing and proposed pipelines; plan view of existing and proposed waterlines; sidewalk, driveway and pavement replacement; existing and proposed curb profile if curb is to be replaced. Otherwise plot the pavement elevation above the proposed water line. Provide plan and curb grade design for Kipling from 709 Kipling to Lookout.
 - Construction erosion control plan sheets (scale 1" = 40')
 - SWPPP sheets meeting EPA and City of Plano requirements. If area disturbed (including storage or access areas) includes more than 1 acre, the City of Plano SWPPP Narrative sheet must be included (for either a large project of 5 acres or more or a small

project of less than 5 acres). City standard details for erosion control devices shall also be included where applicable.

- Cross-sections shall be plotted (1"=20' H; 1"=2'V) and are required for inclusion in the plans where the roadway is to be replaced from curb to curb or where driveways are to be replaced.

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. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any)
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit five (5) sets of preliminary plans, and one (1) set of outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - File
6. Attend meetings with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates at each submittal.
7. Provide 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, utilities and cross sections.

E. 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 final construction cost estimates.
7. Submit five (5) set of pre-final plans, and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Submit three sets of final blue or black line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
10. Attend one (1) 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.

F. 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. Submit one (1) set of final blue/black line prints and one (1) bound copy of the bid documents to the designated Material Testing laboratory.
4. Furnish plans and bid documents for up to four (4) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
5. Attend pre-bid meeting
6. Prepare and distribute addenda to bid documents as necessary.

7. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting. Attend bid opening.
8. Submit a CD-ROM disk of the bid set plans in a PDF format.
9. Provide bid tabulation to the City of Plano within four working days of the bid letting.
10. 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.
11. Assist City staff in a pre-construction conference
12. Furnish eleven (11) full size and four (4) half size sets of final construction plans and seven (7) sets of the contract documents manual to the City for construction.

G. Construction Administration

1. Provide up to four (4) periodic site visits by the design engineer with a written inspection report submitted to the City for each visit (as requested).
2. Provide written responses to requests for information or clarifications.
3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and get it executed by the contractor.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor. Submit one blackline set to the City and a two (2) CD-ROM disks containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-

speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for five (5) permanent easements on a per tract basis.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for four (4) temporary construction easements on a per tract basis.
3. Prepared exhibits with the field notes first and drawings second.

B. 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.

SERVICES NOT INCLUDED

1. Computer modeling.
2. Title searches.
3. Environmental impact statements or assessments.
4. Fees for permits and advertising.
5. Traffic engineering report or studies.
6. Full time inspection.
7. Designs for trench safety.
8. Structures: retaining walls, etc. not included in proposal
9. Revisions to plans as a result of revisions after completion of original final design after City acceptance (unless to correct error or omissions on the plans).
10. Consulting services by others not specifically included in this proposal.
11. Quality control and testing services during construction.
12. Internal inspection of facilities.
13. Below surface utility verification other than that provided by the design survey.
14. Review of contractor's monthly and final payment request and preparation of monthly pay estimates.

**EXHIBIT B
COMPLETION SCHEDULE**

**DALLAS NORTH, LOS RIOS, RIDGEWOOD & WESTGATE
WATER REHABILITATION
PROJECT NUMBER 6342**

Activity	Completion Time (Calendar Days)
1. Notice to Proceed	0
2. Research and Data Collection	7
3. Design Survey	60
4. Preliminary Design	130
5. City Review	30
6. Final Design (Pre-Final Submittal)	30
7. City Review	30
8. Final Design/Documents for Bidding	3
9. City Review	15
10. Advertise for Bids	22
11. Receive Bids	0
12. Recommendation	4
13. Prepare Council Agenda	15
14. Council Award	0
15. Prepare/Execute Contract	45
16. Schedule Preconstruction	10
17. Notice to Proceed	10
18. Construction	360

**EXHIBIT C
PAYMENT SCHEDULE**

**DALLAS NORTH, LOS RIOS, RIDGEWOOD & WESTGATE
WATER REHABILITATION
PROJECT NUMBER 6342**

**WORK STAGE SUBMITTAL
OR COMPLETION**

TOTAL

BASIC SERVICES

1.	Research and Data Collection	<u>\$9,520.00</u>
2.	Design Survey	<u>\$31,200.00</u>
3.	Preliminary Design	<u>\$113,000.00</u>
4.	Final Design	<u>\$48,400.00</u>
5.	Bid Phase	<u>\$4,850.00</u>
6.	Construction Administration	<u>\$3,920.00</u>
	Total Basic Fee	<u>\$210,890.00</u>

SPECIAL SERVICES

7.	Easement Documents	
	a. Perm. Easement Descriptions (5@ \$ <u>825</u> /each)	<u>\$4,125.00</u>
	b. Temp. Const. Esmt. Descriptions (4@ \$ <u>825</u> /each)	<u>\$3,300.00</u>
8.	Construction Control Survey	<u>\$5,500.00</u>
	Total Special Services	<u>\$12,925.00</u>
	Total Fee	<u>\$223,815.00</u>

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 |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/23/2014

Page 1 of 2

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Willis of Pennsylvania, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C. NO. EXT):	877-945-7378	FAX (A/C. NO.): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Burgess & Niple, Inc. 5085 Reed Road Columbus, OH 43220	INSURER A:	Illinois National Insurance Company	23817-001
	INSURER B:	Illinois National Insurance Company	23817-010
	INSURER C:	North River Insurance Company	21105-001
	INSURER D:	Insurance Company of the State of Pennsylv	19429-002
	INSURER E:	Continental Casualty Company	20443-010
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 22091247

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSRD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GL4360775	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA3976452	4/1/2014	4/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			581-102724-6	4/1/2014	4/1/2015	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC026149154	4/1/2014	4/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			AEH008215011	4/1/2014	4/1/2015	\$10,000,000 Per Claim \$10,000,000 Aggregate \$500,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)

Re: Project# 6342 Dallas North, Los Rios, Ridgewood & Westgate Water Rehabilitation

The Umbrella policy does not sit over the Professional Liability coverage.

City of Plano is included as an Additional Insured as respects to General Liability and Auto Liability where required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Plano 1520 K Avenue Suit 250 Plano, TX 75074	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Linda J. Shraak</i>

Coll:4520375 Tpl:1787223 Cert:22091247 ©1988-2010 ACORD CORPORATION. All rights reserved.



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Pennsylvania, Inc.		NAMED INSURED Burgess & Niple, Inc. 5085 Reed Road Columbus, OH 43220	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

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

General Liability and Auto Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insured where required by written contract.

Umbrella Liability is Follows Form.

Waiver of Subrogation applies in favor of Additional Insured with respects to General Liability, Auto Liability, Umbrella Liability and Workers Compensation where required by written contract and as permissible by law.

ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2014 forms a part of

Policy No. GL 4360775 issued to Burgess & Niple, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the Insurer cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the Insurer, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the Insurer received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the Insurer.

the Insurer will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holder within days after the **First Named Insured** provides such information to the Insurer; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the Insurer.

Proof of the Insurer emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the Insurer has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective 12:01 AM 04/01/2014 forms a part of Policy No. WC 026149154

Issued to Burgess & Niple, Inc.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE



Policy No: AEH008215011
Endorsement No: 17
Effective Date: 04/01/2014

**POLICYHOLDER NOTICE
NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS**

NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS

- In the event this Policy is cancelled prior to its expiration date, for any reason other than non payment of premium, we shall provide to the broker of record, a blank schedule to be completed by **you** or such broker, with the names and email addresses of any and all certificate holders to whom **you** request we provide notification of such cancellation ("notification"). Such schedule must be completed and returned to us within 5 business days of the broker's receipt. Upon our receipt of the completed schedule, we shall endeavor to provide notification to those entities set out in such schedule. If the schedule is not returned to us within 5 business days we will not provide notification. We will assume that the schedule provided to us by **you** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. We will keep no other record of any certificate holders in our file.
- There will be no schedule provided and, consequently, no notification provided, if such cancellation is for non payment of premium.
- Any notification by us to any party that is not the first **Named Insured** on the Policy is intended as a courtesy only. Our failure to provide such notification will not extend the Policy cancellation date, or negate cancellation of the Policy or be cause for legal action against us.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

Countersigned by Authorized Representative

GSL30860XX (03/11)
Page 1 of 1

Policy No: AEH008215011
Endorsement No: 17
Effective Date: 04/01/2014

Insured Name: Burgess & Niple, Inc. and Subsidiaries

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ENDORSEMENT #

This endorsement, effective 12:01 A.M. 04/01/2014 forms a part of

Policy No. CA 3976452 issued to Burgess & Niple, Inc.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.

Authorized Representative

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Burgess & Niple, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Burgess & Niple, 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.

Burgess & Niple, Inc.
Name of Consultant

By: *[Signature]*
Signature

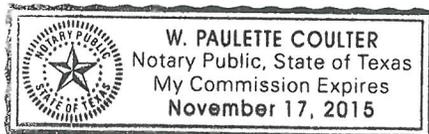
Steven D. Sanders
Print Name

Vice President
Title

9/23/2014
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

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



[Signature]
Notary Public, State of Texas