



**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:	10/14/13
Department:	Engineering
Department Head:	Gerald P. Cosgrove, P.E.
Agenda Coordinator (include phone #): Kathleen Schonne (7198)	
Project No. 6345	

CAPTION

To approve a Professional Services Agreement by and between the City of Plano and Halff Associates, Inc., in the amount of \$404,700, for Brown Branch 18-Inch and 15-Inch Sanitary Sewer Interceptor Capacity Improvements project; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	200,000	2,000,000	2,200,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-404,700	0	-404,700
BALANCE	0	-204,700	2,000,000	1,795,300

FUND(S): SEWER CIP

COMMENTS: Funds are included in the 2013-14 Sewer CIP. This item, in the amount of \$404,700 will exceed the current year balance by \$204,700 for the Brown Branch 18-Inch and 15-Inch Sanitary Sewer Interceptor Capacity Improvements project. The overage will be funded through savings and reallocations from other projects in the 2013-14 Sewer CIP.

STRATEGIC PLAN GOAL: Improving the capacity of sewer lines relates to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This agreement is for professional engineering services to facilitate the survey, design and preparation of construction documents for approximately 5,200 linear feet (LF) of; new sanitary sewer interceptor main, manholes and associated appurtenances to increase service capacity from north of East Parker Road to east of Spring Creek Parkway. The project will also include the replacement of approximately 2,500 linear feet (LF) of 6-inch and 8-inch water main, and up to 2,500 linear feet (LF) of 8-inch sanitary sewer main. The contract fee is for \$404,700.00, and is detailed as follows:

BASIC SERVICES

A. Research and Data Collection	\$ 12,700.00
B. Project Start-Up, Coordination and Management	\$ 26,100.00
C. Preliminary Design Report	\$ 49,100.00
D. Design Survey	\$ 40,000.00
E. Geotechnical Report	\$ 11,800.00
F. Preliminary Design	\$ 120,700.00

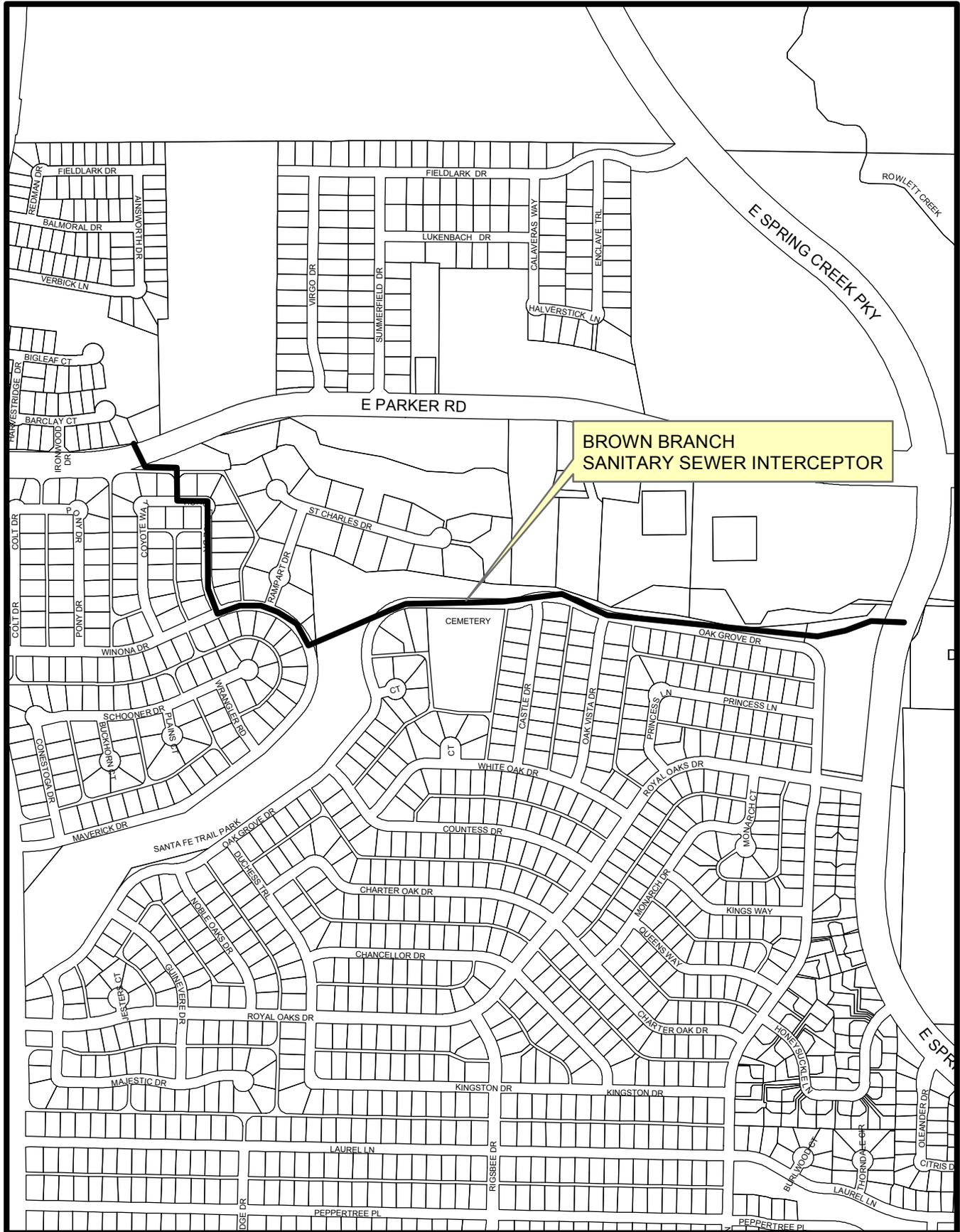


**CITY OF PLANO
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G. Final Design	\$ 60,400.00
H. Bid Phase Service	\$ 9,600.00
SUBTOTAL BASIC FEE	\$ 330,400.00
SPECIAL SERVICES	
A. Easement Surveying	\$ 10,400.00
B. CCTV Inspection	\$ 16,500.00
C. Subsurface Utility Exploration	\$ 11,100.00
D. Construction Administration	\$ 28,500.00
E. Construction Control Survey	\$ 4,100.00
F. Reimbursable Expenses	\$ 3,700.00
SUBTOTAL SPECIAL SERVICES	\$ 74,300.00
TOTAL FEE	\$ 404,700.00

List of Supporting Documents: Location Map; Engineering Services Agreement	Other Departments, Boards, Commissions or Agencies N/A
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BROWN BRANCH SANITARY SEWER INTERCEPTOR CAPACITY IMPROVEMENT PROJECT # 6345



**BROWN BRANCH 18-INCH AND 15-INCH SANITARY SEWER INTERCEPTOR
CAPACITY IMPROVEMENTS**

PROJECT NO. 6345

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 **HALFF ASSOCIATES, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **BROWN BRANCH 18-INCH AND 15-INCH SANITARY SEWER INTERCEPTOR CAPACITY IMPROVEMENTS** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

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

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

I. Employment of the Engineer

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

II. Scope of Services

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

III. Schedule of Work

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

IV. Compensation and Method of Payment

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

V. Information to be Provided by the City

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

VI. Insurance

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

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

VII. INDEMNITY

THE ENGINEER AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ENGINEER'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY

NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR ENTITIES FOR WHICH THE ENGINEER IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ENGINEERS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

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

VIII. Independent Contractor

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

IX. Assignment and Subletting

The Engineer agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

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

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

XI. Contract Termination

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

XII. Engineer's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

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

XIV. Complete Contract

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

XV. Mailing of Notices

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

City of Plano
Engineering Department
Attn: Shahrzad Tavana, P.E.
P.O. Box 860358
Plano, TX 75086-0358

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

Halff Associates, Inc.
Attn: Charlie Moran, P.E., Project Manager
1201 N. Bowser Road
Richardson, TX 75081-2220

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: 9/30/2013

HALFF ASSOCIATES, INC.
A Texas Corporation
BY: 
Patrick Lee Acker, P.E., RPLS
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

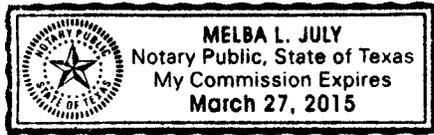
APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 30TH day of SEPTEMBER, 2013, by **PATRICK LEE ACKER, P.E., ASLA, VICE PRESIDENT**, of **HALFF ASSOCIATES, INC.**, a **TEXAS** corporation, on behalf of said corporation.



Melba L. July

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2013, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT "A"

SCOPE OF SERVICES

BROWN BRANCH 18-INCH AND 15-INCH SANITARY SEWER INTERCEPTOR CAPACITY IMPROVEMENTS CITY OF PLANO, TX PROJECT # 6345

PROJECT DESCRIPTION:

This project provides professional engineering services to facilitate the survey, design and preparation of construction documents for approximately 5,200 linear feet (LF) of new sanitary sewer interceptor main, manholes and associated appurtenances to increase service capacity from east of Spring Creek Parkway to North of E Parker Road, located within the City of Plano, Texas. The project will also include the replacement of approximately 2,500 linear feet of 6-inch and 8-inch water main, and up to 2,500 linear feet of 8-inch sanitary sewer main.

BASIC SERVICES:

A. Design Standards –

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

City of Plano (City):

- a) Geodetic Monumentation Manual
- b) Manual for Right-of-Way Management
- c) Stream Bank Stabilization Manual
- d) Erosion & Sediment Control Manual
- e) Thoroughfare Standards Rules & Regulations
- f) Manual for the Design of Water & Sanitary Sewer Lines
- g) Standard Construction Details
- h) Special Provisions to Standard Specifications for Public Works
Construction

NCTCOG:

- i) Standard Specifications for Public Works Construction, 1998
Amendment

ASCE:

- j) Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data)
2. All plans submitted to the City for construction shall be signed and sealed in accordance with state law.

B. Research and Data Collection –

1. Meet with City 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 including:
 - a) City GIS mapping, including aerial topographic and orthographic information
 - b) Available sanitary sewer model
 - c) City standard details, specifications and design manuals or guidelines
 - d) Existing street and alley paving types
 - e) Property ownership and tax plat information
 - f) Existing survey data
 - g) Existing sanitary sewer TV inspection tapes, field logs and reports
 - h) Existing water and sewer maps
 - i) Existing water/sanitary sewer record drawings
 - j) Available data from the Sanitary Sewer Operations Divisions
2. Meet with the City project manager and conduct an on-site review and walk through. Review project requirements, expectations and schedule.
3. Contact franchise utility companies to obtain record information and identify type, size, location, and depth for franchise utilities.

C. Project Start-Up, Coordination and Management

1. Develop a work plan and task schedule. Conduct internal kick-off and coordination meetings. Prepare and provide progress/status reports monthly (12 reports assumed).
2. Attend up to four (4) submittal review meetings with the City including review of preliminary design report and recommendations.
3. Attend up to four (4) site meetings with City Staff and/or property owners.
4. Coordinate with franchise utilities to inform them of the project, identify possible conflicts and establish critical issues for design, project schedule or construction.

D. Preliminary Design Report

Develop a design report consisting of the following:

1. Location Description
2. Review existing materials and reports to be provided by the City that are relevant to this project and perform field investigations to evaluate the existing conditions, existing alignment and potential alternative alignments. The information and data obtained is to be used in the development of the preliminary recommendations and exhibits for this project.

3. Review utility maps provided by utility franchises and verify, to the degree reasonably possible using surface visible objects, that lines are shown properly on design plans. Utilize information to coordinate survey and base mapping information. Note areas for potential conflict of lines to be resolved during surveying and design.
4. Support Data and Exhibits - Water / Sewer Maps, Location Maps, TV Inspection Summary Reports, Pictures of Proposed Alignment, etc.
5. Analysis and Recommendations for the following:
 - a) Proposed pipe size(s) – Perform sewershed analysis and determine design flow based on existing zoning and land uses to be provided by the City.
 - b) Proposed pipe material(s)
 - c) Proposed alignment of main(s) – Develop and evaluate an alternative alignment for the replacement of the existing interceptor. Provide exhibits on 11-inch by 17-inch sheets outlining the alternative.
 - d) Proposed and existing adjacent water/sanitary sewer mains, franchise utilities, and storm lines. The Consultant will note the need and make recommendations for potential Subsurface Utilities Engineering (SUE) Work in project area.
 - e) Proposed pavement restoration and replacement needs.
 - f) Permits, outside agency coordination and or Environmental Services required to complete the project.
 - g) Potential Rights of Ways (ROW) or easements required for the project – Approximate area of new easement(s) or new property required to complete this project.
 - h) Evaluation of construction methods for the project.
 - i) Possible impacts to Customers, property owners and businesses affected by the project, including service disruption, noise, dust, access, etc.
6. Provide preliminary engineer's statement of probable construction cost for the recommended replacement alternative.

E. Design Survey –

1. Perform surveying and base mapping services for a 60-foot wide by 5,200 linear foot corridor to facilitate design.
2. Establish vertical and horizontal survey control points within the project area. Survey control shall be established using GPS and shall be tied to the City regional control network NAD 83 adjusted to surface coordinates. Each control point will be checked for relative horizontal and vertical accuracy using standard surveying techniques.

3. Tie right-of-way monuments, property corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and 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.). Right-of-way and property lines will be shown based on available record information and generally aligned with the surveyed property corners and monuments.
4. Vertical topographic information tying visible 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. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

F. Geotechnical Report –

1. Perform geotechnical engineering as needed to establish the rock line elevation at the creek crossing and one other location where construction by other than open cut is anticipated. A maximum of four (4) geotechnical borings are anticipated.
2. 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.
3. Submit one copy of geotechnical report to the City with the preliminary design plans.

G. Preliminary Design –

1. Prepare construction drawings and submit to City for review at preliminary (60%) and final (90%) design stages. Address staff comments at each submittal phase. The sealed construction documents will be provided to the City for preparation and distribution of one complete bid package.
2. The construction drawings will include:
 - a) Plan and profile pipeline drawings of 5,200 LF of sanitary sewer interceptor main.
 - b) Plan and profile pipeline drawings of 1,300 LF of 8-inch sanitary sewer main in Coyote Way, Horseshoe Drive and Maverick Drive and up to 1,200 LF of 8-inch sanitary sewer main in Oak Grove Drive.
 - c) Plan view design layouts for 1,300 LF of 8-inch water main in Coyote Way, Horseshoe Drive and Maverick Drive and up to 1,200 LF of 8-inch water main in Oak Grove Drive.
 - d) Pavement replacement plans for up to 2,500 LF of 26-foot wide streets impacted by open cut construction: Coyote Way, Horseshoe Drive, Maverick Drive, and Oak Grove Drive.
 - e) Suggested Construction Staging and Phasing Plans indicating where the contractor can stockpile materials and generally outlining the workflow for construction.

- f) City-standard details for manholes and associated water and sewer pipe and appurtenances
 - g) An erosion control plan in conformance with TCEQ requirements, NCTCOG Standards and City standards. Preparation and implementation of the Storm Water Pollution Prevention Plan (SWPPP) is the contractor's and owner's responsibility.
3. Prepare construction drawings and details for an inverted siphon at the creek crossing between Maverick Dr. and Oak Grove Dr. Existing flow monitoring data will be used to help size the siphon.
 4. Submit preliminary construction drawings to franchise utilities.
 5. Cost Estimate - Prepare engineer's opinion of probable construction cost and submit with preliminary (60%) and sealed (100%) construction drawings.
 6. Bid Book – The following items will be submitted with the final (90%) and sealed (100%) construction drawings.
 - a) Specifications – Review the City standard technical specifications for application/use on this project. Prepare any additional technical specifications as required.
 - b) Quantity Take-Off – Based on typical bid items for similar work, tabulate the quantities and prepare contractor's bid form. Halff will provide bid items list.
 - c) Provide the drawings, technical specifications and bid form to the City for their use.

H. Final Design –

1. Incorporate City final comments into the plans and bid documents.
2. Revise preliminary plans incorporating comments from the City.
3. Incorporate comments from the utility companies.
4. Finalize construction plans for proposed improvements.
5. Finalize special technical specifications and special conditions (if any).
6. Incorporate standard details into the construction plans and prepare additional details as required.
7. Take off final construction quantities and prepare pre-final construction cost estimates.
8. 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.

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 for up to four plan review rooms from a list approved by the City. These documents are to be furnished at no cost to the plan review rooms when requested.
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 within four working days of the bid letting.
9. Evaluate the low and second low bidders. Prepare letter of recommendation to the City 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 sets of final construction plans and the contract documents manual to the City for construction.

SPECIAL SERVICES:

A. Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for utility easements or temporary construction easements on a per parcel basis. Deliver three (3) reviewed and approved originals to the City. Fee shall be based upon 3 parcels.
2. Prepare exhibits with the field notes first and drawings second.
3. Set new iron pins as required to sufficiently locate the new easements.

B. CCTV Inspection (Subconsultant) –

1. Television inspection of 4,600 linear feet of existing 15-inch and 18-inch sanitary sewer interceptor and 850 linear feet of existing 8-inch sanitary sewer main east and west of Rampart Dr.
2. Provide video recorded survey on DVD according to NASSCO standards. The DVD will include the project name, line size and material, date and time of inspection, footage counter, and defects shown for a minimum of 10 seconds before proceeding with the inspection.
3. One DVD shall be submitted to the City.

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 Levels from the designated ASCE Publication to be utilized on this project are as follows:
 - a) 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.

- b) Quality Level B (QL"B") – Also known as “designating”, Quality Level B information is obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.
3. The Consultant will utilize a vacuum excavation truck to excavate test holes for the purpose of exposing utilities that may be present at up to four (4) locations in the project area. Consultant will complete 1-foot by 1-foot test holes up to 8 feet deep. These holes are assumed to be in soil, not rock. Access may be via adjacent parking lots or parking alongside the roadway with no lane closures outside of residential streets. If lane closure on a non-residential street 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 sidewalk removed for SUE shall be replaced within 72 hours with asphalt in accordance with City standard details and specifications.
4. The Consultant will perform up to 5,000 linear feet of Level B SUE to designate utilities as requested by the City.
5. Produce a field sketch depicting the existing utilities, labeled with current owner information, discovered during the SUE Level A 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 Microstation format shall be used in preparing the SUE field sketch. All discovered and any unidentifiable utilities discovered during the SUE Level A activities will be depicted on the 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. Construction Administration –

1. Provide up to 10 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. 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 24" x 36" 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.

E. Construction Control Survey –

1. Re-establish survey control points prior to start of construction, if needed.

F. Reimbursable Expenses –

1. Reproduction of plan sets for submittals (11 full size, 11 half size budgeted) including the following:
 - a) Preliminary Design Report - Two hard copies of the report with color photographs and one CD with pdf files of the preliminary design report
 - b) Preliminary Submittal (minimum 60% design) - Two (2) sets of 22-inch by 34-inch full-size prints, two (2) sets of 11-inch by 17-inch prints, one (1) CD with pdf files of drawings, engineer's opinion of probable construction cost
 - c) Final Submittal (minimum 90% design) - Two (2) sets of 22-inch by 34-inch full-size prints, two (2) sets of 11-inch by 17-inch prints, one (1) hard copy of technical specifications and Bid Form (8.5-inch by 11-inch), one (1) CD with pdf files of drawings technical specifications and Bid Form, return the previous marked-up submittal, including checklist and staff comments.
 - d) Final Submittal Comment Back-Check: Construction Documents revised per staff comments on final (90%) submittal, ready to be signed and sealed and issued for bid. Two (2) sets of 22-inch by 34-inch full-size prints, one (1) hard copy of technical specifications and Bid Form (8.5-inch by 11-inch), one (1) CD with pdf files of drawings technical specifications and Bid Form, return the previous marked-up submittal, including checklist and staff comments.
 - e) Signed and sealed construction documents, ready to be issued for bid. Five (5) set of 22-inch by 34-inch full-size original drawings, five (5) set of 11-inch by 17-inch copies of drawings, five (5) hard copies of technical specifications and bid form (8.5-inch by 11-inch), one (1) CD with pdf files of drawings technical specifications and Bid Form, engineer's opinion of probable construction cost
 - f) The following drawings are anticipated:
Plan/profile sheet scale: 1" = 20' horizontal scale, 1" = 5' vertical scale. The following sheets are anticipated: approximately twelve (12) interceptor pipeline plan and profile sheets, six (6) plan and profile sheets for adjacent water and sanitary sewer replacement design, eight (8) construction phasing plan sheets, one (1) full profile sheet, five (5) pavement restoration plans, four (4) general detail sheets, two (2) overall layout/survey control sheets, two (2) erosion control plan and details sheets, one (1) title sheet, and one (1) general notes sheet.
2. Reproduction of plan sets for construction contractor (5 full size, 8 half size anticipated with 3 sets of the contract documents manual)
3. Mileage for meetings and site visits (600 miles budgeted).

NOT INCLUDED IN THIS CONTRACT:

Services not identified, whether specifically noted or implied, in this proposal are considered as additional services and may require a modification to the scope and an increase in the budget including but not limited to the following items:

- A. Rights of Entry - Right of entry to private property for cleaning, TV inspection, and survey will be required for this project. The City will obtain the required rights of entry in a timely manner as required to complete the project
- B. Additional meetings.
- C. Travel expenses outside of the DFW metroplex are excluded.
- D. Reproduction costs for information provided by the City - The City shall provide all reproduction of requested materials at no cost to Halff Associates, Inc.
- E. Supporting document, submittals, and meetings for Texas Water Development Board funding. Services Associated with TWDB funding shall be performed by City's designated representative/Consultant.
- F. Environmental Services.
- G. Asbestos Abatement.
- H. Preparation of abandonment documents for existing easements.
- I. Drainage Design
- J. Preparation of Water or sanitary sewer pipe models
- K. Public coordination beyond attending meetings as described in scope of services.
- L. Design of lift station, aerial crossing design, force main, meter station, or odor control facilities.
- M. Rehabilitation design of existing interceptor.
- N. Review and or approval of contractors pay requests
- O. Construction surveying.
- P. Structural Engineering Design.
- Q. Cleaning of sanitary sewer mains.

EXHIBIT "B"

**PRELIMINARY SCHEDULE FOR
BROWN BRANCH 18- INCH AND 15-INCH SANITARY SEWER INTERCEPTOR
CAPACITY IMPROVEMENTS
PROJECT # 6345**

Activity	Duration (working days)
Notice to Proceed	0
Preliminary Design Report Draft	30
City's Review of Draft Design Report	15
Revise Preliminary Design Report	10
Survey and Base Mapping	30
Preliminary Design	60
City First Review	15
Final Design & Preparation of Special Conditions and Technical Specifications	60
City Second Review	15
Revise Final Plans & Specifications	10
City Final Review	5
Assemble Bid Documents	5
Advertise for Bids	12
Receive Bids	0
Research Bidder(s) and Prepare Recommendation	5
Council Award	20
Prepare & Execute Contract	30
Schedule Preconstruction Meeting	7
Notice to Proceed	10
Construction	310

A working day is defined as Monday through Friday, excluding City of Plano Holidays.

EXHIBIT "C"

PAYMENT SCHEDULE

**BROWN BRANCH 18- INCH AND 15-INCH SANITARY SEWER INTERCEPTOR
CAPACITY IMPROVEMENTS
CITY OF PLANO, TX
PROJECT # 6345**

BASIC SERVICES:

A. Research and Data Collection	\$ 12,700.00
B. Project Start-Up, Coordination and Management	\$ 26,100.00
C. Preliminary Design Report	\$ 49,100.00
D. Design Survey	\$ 40,000.00
E. Geotechnical Report	\$ 11,800.00
F. Preliminary Design	\$ 120,700.00
G. Final Design	\$ 60,400.00
H. Bid Phase Services	\$ 9,600.00

SUBTOTAL BASIC FEE \$ 330,400.00

SPECIAL SERVICES:

A. Easement Surveying	\$ 10,400.00
B. CCTV Inspection	\$ 16,500.00
C. Subsurface Utility Exploration	\$ 11,100.00
D. Construction Administration	\$ 28,500.00
E. Construction Control Survey	\$ 4,100.00
F. Reimbursable Expenses	\$ 3,700.00

SUBTOTAL SPECIAL SERVICES \$ 74,300.00

TOTAL FEE \$ 404,700.00

EXHIBIT "D"

ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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.

HALFF ASSOCIATES, INC.

Name of Consultant

By:

[Handwritten Signature]

Signature

PATRICK LEE ACKER P.E.

Print Name

Vice President

Title

9/30/2013

Date

STATE OF TEXAS

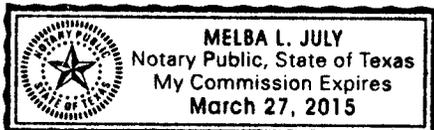
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COUNTY OF DALLAS

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SUBSCRIBED AND SWORN TO before me this 30TH day of SEPTEMBER, 2013.



[Handwritten Signature]
Notary Public, State of Texas