



**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:	11/24/14
Department:	Engineering
Department Head:	Jack Carr, P.E.
Agenda Coordinator (include phone #):	Kathleen Schonne (7198) Project No. 6210

CAPTION

To approve a Professional Services Agreement by and between the City of Plano and ARCADIS U.S., Inc., in the amount of \$121,400, for the Stadium Pump Station Rehabilitation – Inspection Services Project; and authorizing the City Manager to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

FISCAL YEAR: 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	829,449	9,298,551	0	10,128,000
Encumbered/Expended Amount	-829,449	-9,139,127	0	-9,968,576
This Item	0	-121,400	0	-121,400
BALANCE	0	38,024	0	38,024

FUND(S): WATER CIP

COMMENTS: Funding is available in the 2014-15 Water CIP. This item, in the amount of \$121,400, will leave a current year balance of \$38,024 for further expenditures on the Stadium Pump Station Rehabilitation Project.
STRATEGIC PLAN GOAL: Obtaining inspection and management services for project construction relates to the City's goal of Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This agreement is for professional construction management assistance services for Stadium Pump Station Rehabilitation to include construction inspection and management of the Stadium Pump Station Rehabilitation project, for a total contract fee in the amount of \$121,400.00. The following is a summary of the services provided with this contract:

Basic Services

1. Task 100 – CM Assistance.....	\$ 9,900.00
2. Task 200 – Quality Assurance Inspection.....	\$ 67,500.00
3. Task 300 – SCADA Testing Services.....	\$ 6,000.00
4. Task 400 – Disinfection Oversight.....	\$ 4,000.00
5. Task 500 – Project Close-Out Services.....	\$ 8,000.00
6. Task 600 – Project Management Services.....	\$ 4,700.00
Total Labor	\$ 100,100.00
Reimbursable	\$ 6,500.00
Total Basic Fee	\$ 106,600.00



**CITY OF PLANO
COUNCIL AGENDA ITEM**

Additional Services – With City Authorization:

1. Task 201 – Electrical Special Inspections Oversight	\$	6,900.00
2. Task 202 – Instrumentation Special Inspections Oversight	\$	7,900.00
Total Additional Services – With City Authorization	\$	14,800.00

PROJECT TOTAL FEE – WITH CITY AUTHORIZATION \$ 121,400.00

<https://maps.google.com/maps?q=6601+Alma+Drive+plano+tx&hnear=6601+Alma+Dr,+Plano,+Texas+75023&t=h&z=16>

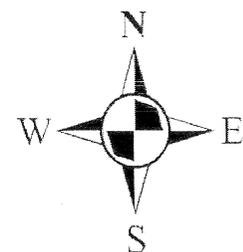
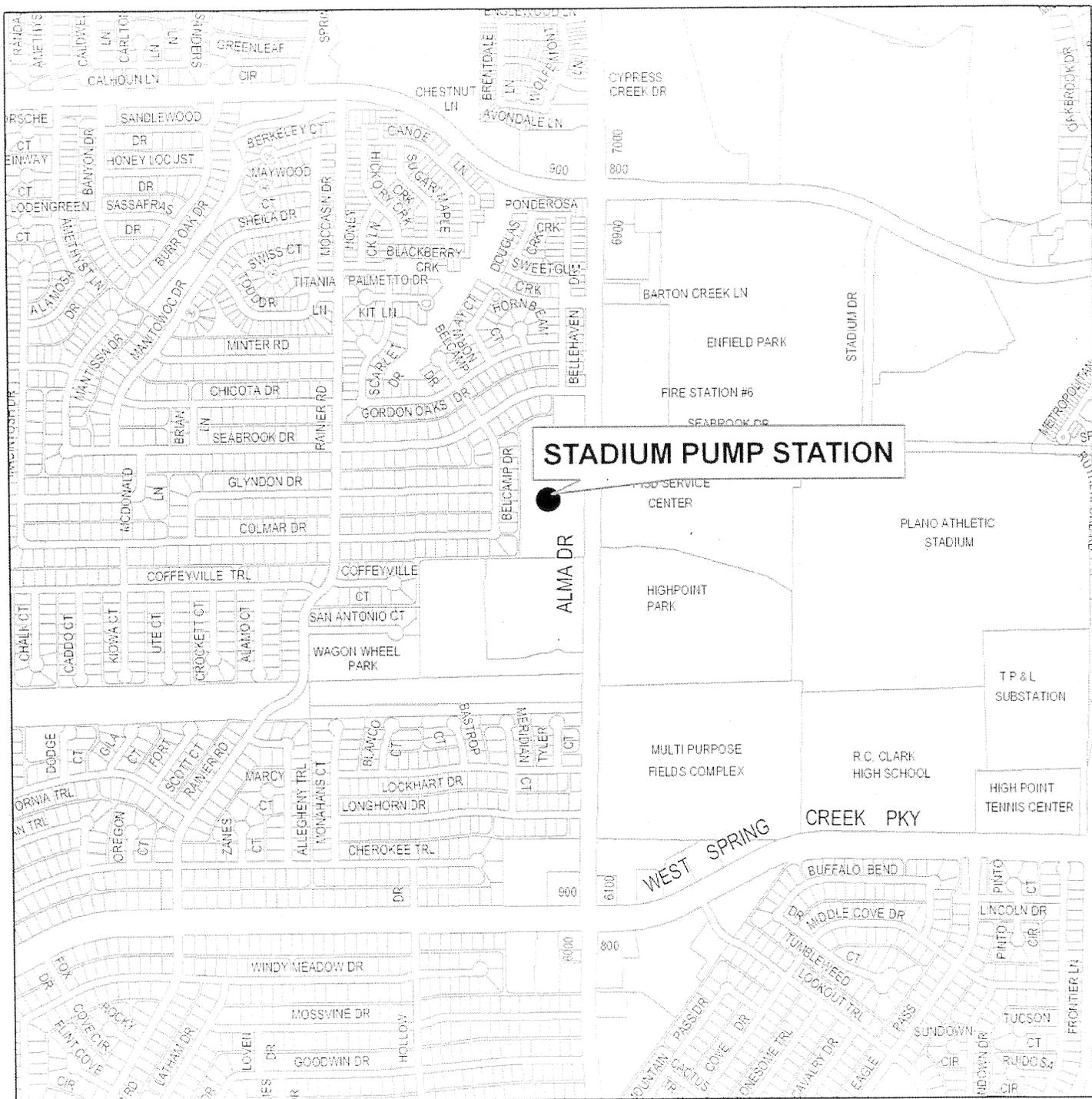
List of Supporting Documents:

Location Map, Professional Services Agreement

Other Departments, Boards, Commissions or Agencies

N/A

STADIUM PUMP STATION REHABILITATION PROJECT 6210



STADIUM PUMP STATION REHABILITATION - INSPECTION SERVICES

PROJECT NO. 6210

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 **ARCADIS U.S., INC.**, a **DELAWARE 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 provide construction inspection and management services and to perform other related engineering services in connection with the **STADIUM PUMP STATION REHABILITATION - INSPECTION SERVICES** 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, Suite 250
Attn: Shahrzad Tavana, PE
P.O. Box 860358
Plano, TX 75086-0358

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

Arcadis U.S., Inc.
Attn: Don Vandertulip, PE
12400 Coit Road, Suite 1200
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:

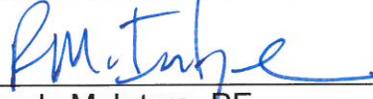
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

ARCADIS U.S., INC.

A Delaware Corporation licensed to do business in the State of Texas

DATE: 11/5/2014

BY: 
Randy McIntyre, PE
VICE-PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

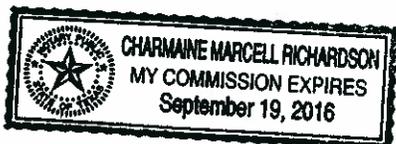
ACKNOWLEDGMENTS

STATE OF TEXAS §

§

COUNTY OF DALLAS §

This instrument was acknowledged before me on the 5th day of November, 2014, by **RANDY MCINTYRE, PE, VICE PRESIDENT** of **ARCADIS U.S., INC.**, a **DELAWARE** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Charmaine M. Richardson
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

STADIUM PUMP STATION REHABILITATION - INSPECTION SERVICES PROJECT NUMBER 6210

PROJECT DESCRIPTION:

The City of Plano, Texas, hereinafter called City, hereby engages ARCADIS US, Inc., hereinafter called ARCADIS, to perform professional services in connection with the Stadium Pump Station Rehabilitation Project, hereinafter called Project, and in conjunction with the Birkhoff, Hendricks, and Carter, L.L.P., hereinafter called ENGINEER.

I. PROJECT. The Project is described as follows:

A. Pump Station Rehabilitations Construction: Construction Inspection and management of Stadium Pump Station Rehabilitation.

II. SCOPE: The Scope of Services is based on providing construction management services for the rehabilitation project. Services provided is summarized as follows:

A. Task 100 – Construction Management Assistance: Construction management assistance services will be provided as needed during remainder of the construction project from November 2014 through August 2015. The services listed below will run concur to the services detailed in Task 200 below.

- **Schedule Services:** ARCADIS will review and monitor the Construction Contractor's schedule for compliance with the project milestones.
- **Cost Control Services:** ARCADIS will assist in the review of the Construction Contractor's monthly payment application. Additionally, ARCADIS will upon request review and negotiate requests for additional compensation or other price proposals provided by the Construction Contractor.
- **Liaison Services:** ARCADIS will serve as ENGINEER'S liaison with Construction Contractor, working principally through Construction Contractor's superintendent and assist the superintendent in understanding the intent of the Construction Contract Documents. ARCADIS will assist the ENGINEER in serving as OWNER'S liaison with Construction Contractor, when Construction Contractor's operations affect OWNER'S on-site operations. As requested by ENGINEER, ARCADIS will assist in obtaining from OWNER or CONTRACTOR, additional

details or information, when required at the job site for proper execution of the Work.

- Monthly Progress Meetings: ARCADIS will attend monthly progress meetings and will chair meetings upon request for the remaining eight (8) months of the construction project.
- Other Meetings: ARCADIS will attend and chair other meetings as requested by the City. These meetings may include startup meetings, instrumentation coordination meetings, trade meetings, etc.

B. Task 200 – Mechanical, Electrical and Instrumentation Installation Quality

Assurance Inspection: ARCADIS will provide a part-time full time employee (FTE) during November through January and a fully dedicated FTE February through May to oversee the mechanical, electrical and instrumentation installations and testing.

- ARCADIS will provide as-needed inspections of the mechanical, electrical and field instrument installations to ensure these project components are installed in accordance with the plans and specifications, as well as, in accordance with the respective manufacturer’s recommendations and requirements.
- ARCADIS will verify and confirm all pre-startup, startup and post startup activities are conducted in accordance with Technical Specifications Section TS15 – Startup Of System.
- ARCADIS will lead the project’s training program. In such, ARCADIS will facilitate training of the City’s operations and maintenance staff by ensuring the operations and maintenance manuals are approved prior to scheduling training, ensuring the equipment has been tested and is able to demonstration operational availability during the training, all spare parts and specialty tools are available for training, ensure the training time, duration and training agenda meets the needs of the operational and maintenance staff.

C. Task 300 – SCADA Testing Services: Reference the attached schedule. Red River anticipating major onsite work associated with SCADA to extend from April 7th to June 9th. ARCADIS will dedicate a quarter FTE to oversee the SCADA testing and field instrument check out during this period to include the following services:

- Attend Factory Acceptance Testing of SCADA equipment
- Witness Testing of Modifications to Plano Ridgeview Pump Station RTU configuration and HMI programming
- Witness Testing of Modifications to meter station RTU programming changes and HMI programming changes at the NTMWD Wylie Control Room

D. Task 400 – Disinfection Oversight: Due to the distribution constraints, Red River is constrained to refilling the existing reservoirs one reservoir per week. ARCADIS will monitor the reservoir’s fill rates and ensure water quality BACT testing is conducted and passed prior to putting the reservoirs into service. This work is anticipated to span four (4) weeks and is anticipated to require quarter time FTE expenditure by ARCADIS.

E. **Task 500 – Project Close-Out Services**: ARCADIS will provide post-construction support services, on an as-needed basis, following completion of construction activities associated with the project. In general, the scope of work for the post-construction support services will include, but not be limited to, the following. Project close-out services will be provided at a quarter time basis from June 10th to August 5th corresponding with Red River’s clean-up, punchlist and closeout document activities as shown in the attached schedule (Red River Construction dated 7/29/14).

- Reconcile all outstanding change orders, price proposal, and unused unit price items’ quantities to issue the project close-out change order.
- Provide assistance in maintenance bonds, release of surety, warranties and all other close-out documents.
- Provide record drawing review to ensure all formal and field changes incorporated into the construction project are accurately reflected in the record drawings. The ENGINEER will develop final record drawings.

F. **Task 600 – Project Management Services**: ARCADIS will provide project management services for budgeting, forecasting and invoicing the services described above.

III. ADDITIONAL SERVICES

A. **Task 201 – Electrical Special Inspections Oversight**: ARCADIS may upon request and authorization for additional services provide professional engineering services for electrical special inspections oversight. Should the City authorize these additional services, ARCADIS anticipates 60hrs of factory and onsite effort to provide the services listed below:

- Attend paralleling equipment factory testing.
- Provide electrical oversight for the standby generator starting capacity per the load steps detailed in Specification Section 16220 Para 2.04 verifying current limits and starting codes.
- Witness load share/load add and other field testing of the automatic transfer switch as detailed in Specification Section 16310 Para 2.27.

B. **Task 202 – Instrumentation Special Inspections Oversight**: ARCADIS may upon request and authorization for additional services provide professional engineering services for instruments special inspections oversight. Should the City authorize these additional services, ARCADIS anticipates 60hrs of factory and onsite effort to provide the services listed below:

- Provide detailed input/output (I/O) signals testing verification including an I/O table with signal verification.
- Provide programming review and testing services with software verification of pump station programming logic controller testing.

IV. EXCLUSIONS

The following exclusions are not included in this scope of services:

- Field office provisions including file cabinets, printing capabilities, internet services for field staff, office furniture and expendable office supplies.
- Additional services beyond the final completion milestone of August 15, 2015.

EXHIBIT "B"

SCHEDULE OF WORK

STADIUM PUMP STATION REHABILITATION - INSPECTION SERVICES PROJECT NUMBER 6210

Activity	Completion Time (Calendar Days)
1. Council Award	0
2. Execute ARCADIS Contract	3
3. Notice to Proceed	3
4. Task 100-Construction Management Assistance	305
5. Task 200-Mechanical, Electrical and Instrumentation Installation Quality Assurance Inspection	213
6. Task 300-SCADA Testing Services	63
7. Task 400-Disinfection Oversight	30
8. Task 500-Project Close-Out Services	56
9. Task 600-Project Management Services	305
10. Additional Service Task 201-Electrical Inspection Oversight	8
11. Additional Service Task 202-Instrumentation Special Inspections Oversight	8

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

**STADIUM PUMP STATION REHABILITATION - INSPECTION SERVICES
PROJECT NUMBER 6210**

**WORK STAGE SUBMITTAL
OR COMPLETION**

Task	Estimated Hours	Total
Task 100 - CM Assistance	90	\$9,900
Task 200 – Quality Assurance Inspection	675	\$67,500
Task 300 – SCADA Testing Services	60	\$6,000
Task 400 – Disinfection Oversight	40	\$4,000
Task 500 – Project Close-Out Services	80	\$8,000
Task 600 – Project Management Services	25	\$4,700
Total Labor		\$100,100
Reimbursable		\$ 6,500
Total Fee Authorization		\$106,600

Additional Services-With City Authorization

Task 201 – Electrical Special Inspections Oversight	60	\$6,900
Task 202 – Instrumentation Special Inspections Oversight	60	\$7,900
Potential Additional Services Total	120	\$14,800

Hourly Rate Schedule

<u>Employee Classification</u>	<u>\$/Hour</u>
Project Manager	188.00
Construction Manager	100.00
Electrical Engineer	115.00
Instrumentation Engineer	131.67
Project Administration	75.00

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.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate
<input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL)	
<input checked="" type="checkbox"/> 6. Premises/Operations	(Items No. 3-10 & 12 require)
<input checked="" type="checkbox"/> 7. Independent Contractors	<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)
10/31/2014

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 Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive Suite 300 Franklin TN 37067 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED Arcadis U.S. Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	INSURER A: Steadfast Insurance Company	26387
	INSURER B: Lexington Insurance Company	19437
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier : M

COVERAGES **CERTIFICATE NUMBER: 570055733786** **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COM/PROP AGG
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input type="checkbox"/> N				PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
A	Contractor Poll			IPR929693800 Professional & Pollution SIR applies per policy terms & conditions	06/01/2014	06/01/2015	Each Claim \$2,000,000 Annual Aggregate \$2,000,000

Certificate No : 570055733786

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Project No. 6210. For Professional Liability coverage, the Aggregate Limit is the total insurance available for claims presented within the policy period for all operations of the insured. The Limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER**CANCELLATION**

City of Plano Attn: Risk Manager 1520 Avenue K, Suite 230 Plano TX 75074 USA	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>Aon Risk Services South, Inc.</i>
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ACORD 25 (2014/01)

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
10/31/2014

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 Aon Risk Services South, Inc. Franklin TN Office 501 Corporate Centre Drive suite 300 Franklin TN 37067 USA	CONTACT NAME PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): 800-363-0105	
	E-MAIL ADDRESS:	
INSURED Arcadis U.S. Inc. 630 Plaza Drive Suite 200 Highlands Ranch CO 80129 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Greenwich Insurance Company	22322
	INSURER B: XL Specialty Insurance Co	37885
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES CERTIFICATE NUMBER: 570055733791 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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			GEC001076112	01/01/2014	01/01/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPIOP AGG \$2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Property Damage to			AEC001075812 AOS AEC001719510 MA	01/01/2014 01/01/2014	01/01/2015 01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$10,000			UEC001075912	01/01/2014	01/01/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE / OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	RWD943516308 All other states RWR943516708 WI	01/01/2014 01/01/2014	01/01/2015 01/01/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Project No. 6210. The City of Plano, its elected and appointed officials, agents, volunteers and employees are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy evidenced herein is Primary and Non-contributory to other insurance available to City of Plano but only in accordance with the policy's provisions. A waiver of subrogation is granted in favor of City of Plano in accordance with the policy provisions of the workers' compensation policy.

CERTIFICATE HOLDER City of Plano Attn: Risk Manager 1520 Avenue K, Suite 230 Plano TX 75074 USA	CANCELLATION 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>Aon Risk Services South, Inc.</i>
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ACORD 25 (2014/01)

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Holder Identifier : FGI

Certificate No : 570055733791

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

Arcadis U.S., Inc. _____
Name of Consultant

By: *R. McIntyre* _____
Signature

Randall McIntyre _____
Print Name

Vice President _____
Title

10/5/2014 _____
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 5th day of November, 2014.



Charmaine Richardson
Notary Public, State of Texas