



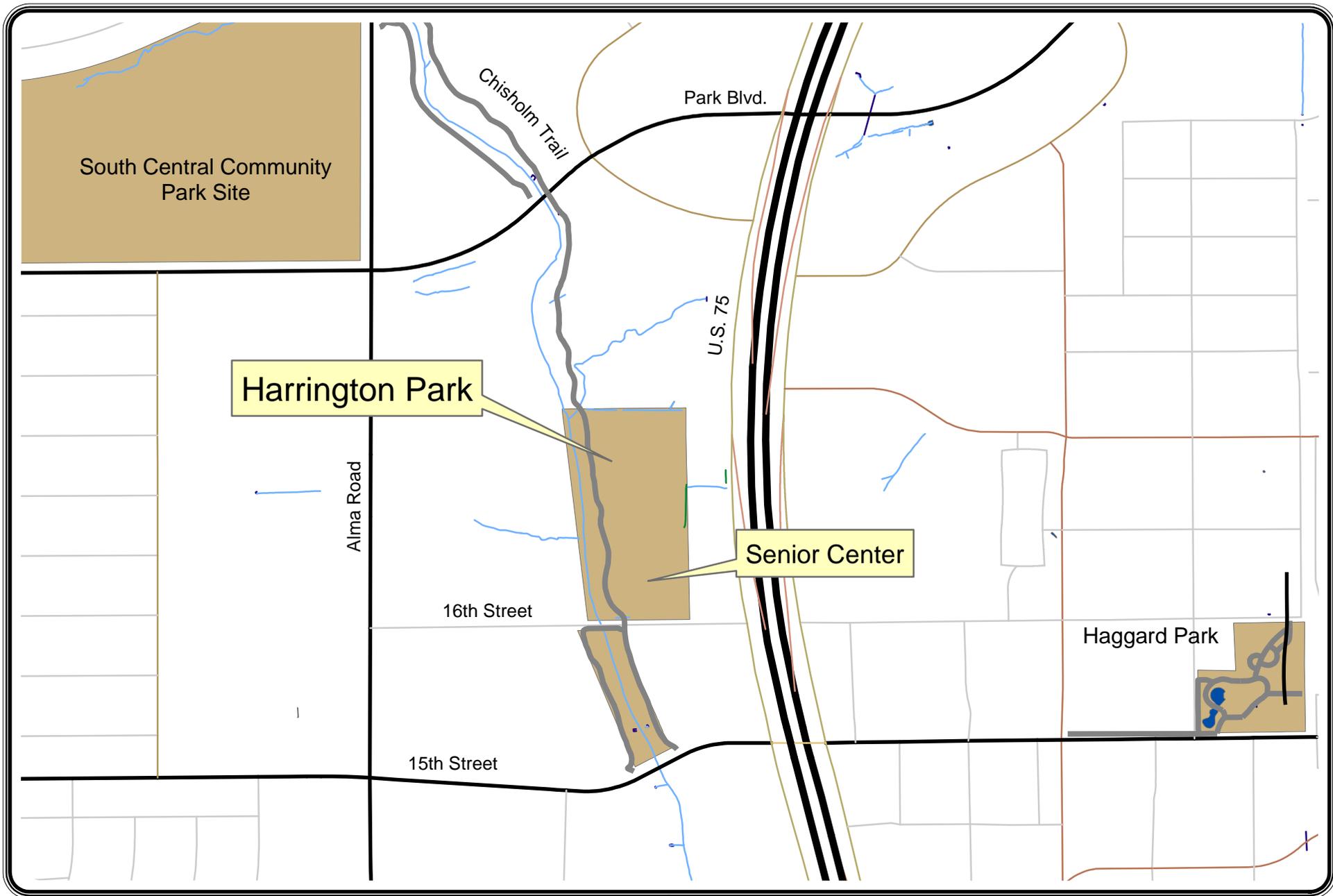
CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		4/14/14		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Approval of an Engineering Services Agreement by and between the City of Plano and Teague, Nall & Perkins, Inc., in the amount of \$58,500 for design services at Harrington Park and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	151,871	1,619,129	1,100,000	2,871,000
Encumbered/Expended Amount	0	-1,130,556	0	-1,130,556
This Item	0	-58,500	0	-58,500
BALANCE	151,871	430,073	1,100,000	1,681,944
FUND(S): PARK IMPROVEMENT CIP				
COMMENTS: This item, in the amount of \$58,500, will leave a current year balance of \$430,073 for other projects related to 09 Park Improvements. STRATEGIC PLANO GOAL: Engineering services to design improvements to enhance park safety, use and protect existing trails and bridges relates to the City's Goals of Safe Large City and Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This agreement is for the preparation of plans and specification for improvements to Harrington Park including erosion control improvements to protect an existing section of trail, demolition of all existing structures on the Plano Community Pool addition, placement of a surface drainage channel in an underground pipe and grading of all disturbed areas.				
The total contract is \$58,500 and includes basic services, reimbursable expense, surveying, and engineering services. The fee of \$58,500 is 10.64 percent of the estimated construction cost of \$550,000. The fee is similar to other projects of this size and type.				
Teague, Nall & Perkins, Inc. is on the 2013-14 selected list of qualified consultants for Engineering Services.				

Project Location Map –
<http://goo.gl/maps/xQ7Sk>

List of Supporting Documents:
Location Map
Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies



Harrington Park - Drainage Improvements



Parks & Recreation Department
Park Planning

HARRINGTON PARK – DRAINAGE IMPROVEMENTS

PROJECT NO. 6420

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 **TEAGUE, NALL AND PERKINS, INC.**, a **TEXAS S-Corporation**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **HARRINGTON PARK – DRAINAGE 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
Parks Department
Attn: Bill Dakin, ASLA
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:

Teague, Nall and Perkins, Inc.
Attn: Chris Schmitt, PE
17304 Preston Road
Dallas, TX 75252

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.

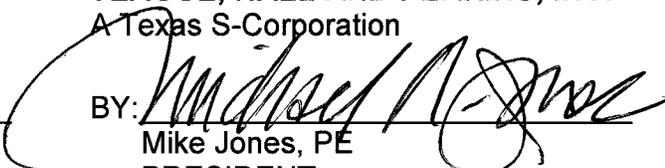
TEAGUE, NALL AND PERKINS, INC.

A Texas S-Corporation

DATE:

03/12/14

BY:


Mike Jones, PE
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____

Bruce D. Glasscock
CITY MANAGER

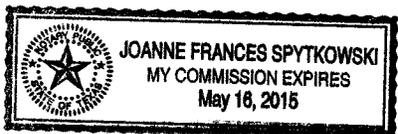
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12th day of March, 2014, by **MIKE JONES, PE, PRESIDENT of TEAGUE, NALL AND PERKINS, INC.**, a TEXAS S-Corporation, on behalf of said s-corporation.



Joanne Frances Spytkowski

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**

**HARRINGTON PARK
DRAINAGE IMPROVEMENTS**

A. PROJECT DESCRIPTION

This project consists of performing professional design services for preparation of bid and construction plans for the following improvements:

1. New closed storm drain system (500 l.f.±) located between existing baseball field and abandoned swimming pool complex.
2. Demolition plans for abandoned swimming pool complex.
3. Stream Bank Stabilization wall approximately 150 l.f. north-northeast of pedestrian bridge along Chisholm Trail.
4. Stream Bank Stabilization wall at north pedestrian bridge abutment along Chisholm Trail.

B. PROJECT DESIGN

The parameters for design of the improvements shall include the following:

1. The hydraulic design of the proposed streambank stabilization and/or grade control improvements will be in accordance with requirements set forth in City of Plano Stream Bank Stabilization Design Manual, 1998.
2. The CONSULTANT shall provide an evaluation of the stream hydraulics to confirm water surface elevations and flow velocities within the unnamed tributary along Spring Creek.
3. Prior to preparing construction plans, a brief technical memorandum will be prepared documenting the procedures, assumptions, and results of the hydraulic analyses for up to three alternatives. The improvement alternatives will be presented to the City for consideration and selection of a final design alternative. Hydrologic and hydraulic analyses and reporting to City Engineering Department will be in accordance with the City's Storm Drain Design Manual and Streambank Stabilization Manual.
4. Construction Erosion Control Plans shall be provided.
5. Post-Construction erosion control shall be provided.
6. Preparation of right-of-way and/or easement documents where necessary shall be provided. This is a Special Services scope of work item, and is further described in Item D below.
7. All design work will be prepared in CAD, with electronic files in AutoCAD format submitted to the CITY upon final record drawings. R2000, NAD 83, state plane coordinate system. All XREF drawings will be combined into single file for final submittal.
8. Submittals to the CITY of work-in-progress shall be at 60%, 90%, and 100% stages of completion.
9. Standards and typical construction details of the CITY will be referred to in the specifications and on the drawings. Specific sheet and page number of the standard detail reference will be noted to ensure plan and contractual clarity during construction.

10. Special details that are not included as a standard by the CITY shall be included in both plans and specifications.
11. Assist the CITY in determining require agency review, and preparing applications/letters/plan sets to be distributed to any entity for review purposes, e.g., TCEQ (Texas Commission on Environmental Quality), FEMA (Federal Emergency Management Administration), and any other entities that might need to review these plans.
12. Perform the necessary professional design and related technical services for the Design and Construction Phase Services, including necessary Special Services for development of this Project according to the following sections of this Contract.

C. BASIC SERVICES

1. Design Standards

- a. This project shall be designed in accordance with all City of Plano Engineering Standards and Requirements including:

Geodetic Monumentation Manual

Manual for Right-of-Way Management

Storm Drainage Design Manual

Stream Bank Stabilization Manual

Erosion & Sediment Control Manual

Thoroughfare Standards Rules & Regulations

Manual for the Design of Water & Sanitary Sewer Lines

Standard Construction Details

Barrier Free Ramp Details

NCTCOG Standard Specifications for Public Works
Construction

Special Provisions to Standard Specifications for Public
Works Construction

Sample Plan Set

- b. All construction/bid documents submitted to the City shall be signed and sealed in accordance with state law.

2. Research and Data Collection

- a. Meet with City of Plano 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. Data obtained from Collin County and Collin Central Appraisal District shall be a resource and utilized if appropriate.

- b. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Design Survey
- a. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
 - b. Establish horizontal and vertical project control monumentation.
 - c. Tie right-of-way lines and corners, property lines and corners, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Etc.).
 - d. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
 - e. Perform field surveying to establish existing on ground conditions for design base documents of the project area.
 - f. When underground utilities are exposed, tie to project control baseline.
 - g. Identify the street address of all adjacent properties to the proposed construction and show on drawings.
 - h. Provide a Topographic Survey of the existing drainage channel along the North and East property line of Harrington Park (Approximately 1,100 linear feet). The Survey limits will extend a minimum of 50' on each side of the existing channel and will run from the Northeast corner of Harrington Park on the East to the tributary of Spring Creek on the West.
 - i. The Topographic Survey will include a portion of the existing parking areas and outfall structures adjacent the North and east line of Harrington Park. Detailed survey data will also be provided for the proposed outfall at Spring Creek and the Chisholm Trail pedestrian bridge.
 - j. The existing asphalt drive will be located from the North line of Harrington Park extending South approximately 300 feet.
 - k. The area of creek erosion lying on the East side of Chisholm Trail and approximately 150 feet north of the pedestrian bridge will be detailed for engineering design. Survey shall also provide location of existing drainage easement.
4. Swim Club Tract
- a. An Internet-based aerial photograph will be used as a base map for the demolition contract documents. No additional field survey data will be collected to verify the aerial photograph accuracy.

5. Right-of-way and Easement Requirements
 - a. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
 - b. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.

6. Geotechnical Report
 - a. Perform geotechnical investigation for proposed design in the project area. Submit one copy of geotechnical report to the City with the Preliminary Design plans.
 - b. The geotechnical services shall include, but not be limited to the following:
 1. A subsurface investigation consisting of two (2) soil and rock borings drilled to depth of 30 feet below grade or minimum of 10 feet into primary bedrock (gray limestone) to observe general site conditions, explore the subsurface materials, obtain samples for laboratory analysis and observe short-term groundwater levels as encountered during the drilling of the borings.
 2. Site access will require the truck mounted drilling rig to traverse on flatwork provided for pedestrian traffic. Matting will be placed on the trail/flatwork in an attempt to minimize cracking and breaking caused by necessary drill rig access. Since the design of this pavement is not known, the ability of the flatwork to support truck weight without cracking is unknown. Pathway and grade repairs due to drilling rig access, if any, will be the responsibility of the City.
 3. Laboratory testing on selected samples to classify soil and rock types and to determine the engineering properties of the subsurface materials. Testing will be conducted for design needs related only to the scope of work described herein.
 - a. Representative samples will be selected for classification, strength, and swell or compressibility testing. Considering the nature of the Project, the following tests will be performed:
 1. Moisture content and/or dry unit weight;
 2. Liquid and plastic limit (Plasticity Index);
 3. Unconfined compressive strength;
 4. Percent passing a No. 200 sieves; and
 5. One point overburden swell test
 - b. The field and laboratory data will be analyzed to develop geotechnical recommendations. An engineering report will be prepared to include the following:
 1. Plan of boring, boring logs, profiles, and groundwater observations;
 2. Laboratory test results;
 3. General soil and groundwater conditions at the boring locations;

4. Evaluation of the swell characteristics of the soils;
5. Design Recommendations for:
 - a. Foundation type, depth, and allowable loading;
 - b. Foundation construction considerations;
 - c. Earthwork.

7. Hydraulic Technical Report
 - a. Where the Chisholm Trail pedestrian bridge crosses, analysis the hydrologic and hydraulic conditions of the tributary flowing into Spring Creek.
 - b. Where the erosion nears the Chisholm Trail approximately 150' north-northeast of the Chisholm Trail pedestrian bridge, analysis the hydrologic and hydraulic conditions of the tributary flowing into Spring Creek.
 - c. Prepare up to three (3) improvement alternatives.
 - d. Prepare a hydraulic technical memorandum and associated exhibits for City review.

8. 60% Submittal - Preliminary Design
 - a. Pre-Design Conference - Meet with City staff to review Project requirements, design criteria, communication procedures, Project scheduling, personnel, and other pertinent matters that may impact the Project. Additional meetings will be scheduled throughout the length of the Project.
 - b. Preliminary Design – Prepare preliminary design plans with submittals at a sixty percent (60%) completion. Prepare the following sheets at a legible engineering scale and as indicated below:
 1. Cover sheet.
 2. Project layout control sheet(s). Scale 1"= 100'.
 3. Quantity sheet.
 4. Typical sections and detail sheets.
 5. Retaining Wall plan & profile sheets. Scale 1"= 20'.
 6. Drainage area maps for street improvements. Scale 1"= 100'.
 7. Storm drain improvement plan & profile sheets. Scale 1"= 20'.
 8. Demolition Plan. Scale 1"-100" max
 9. Standard City of Plano SWPPP/Erosion Control sheets will be included in the submittal
 - c. Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.
 - d. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.

- e. Stream bank Stabilization Wall design shall include necessary hydrologic and hydraulic analysis and report as required by the City's Stream Bank Stabilization Manual.
 - f. Prepare outline of any special technical specifications needed for the project (if any).
 - g. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
 - h. Submit one (1) Full size (22" X 34") and one (1) half size (11" X 17") set of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - i. Submit cad design files in AutoCAD R2014 format. All design shall be prepared in NAD 83, North Texas Zone, state plane coordinate system. All XREF drawings will be combined into single file for final submittal. All individual files shall be clearly named in order to discern subject matter contained therein.
 - j. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
 - k. Distribute the preliminary plans and proposed schedule for bidding and start of construction to local utility companies to obtain information regarding impacts to their facilities.
9. 90% Submittal - Final Design
- a. Revise preliminary plans incorporating comments from the City of Plano.
 - b. Incorporate comments from the utility companies.
 - c. Finalize construction plans for proposed improvements.
 - d. Finalize special technical specifications and special conditions (if any).
 - e. Incorporate standard details into the construction plans and prepare additional details as required.
 - f. Take off final construction quantities and prepare final construction cost estimates.
 - g. Submit 4 sets of pre-final plans, special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review. Full size (22" X 34") and half size (11" X 17") sets of drawings will be furnished to the City.
 - h. Submit cad design files in AutoCAD R2014 format. All design shall be prepared in NAD 83, North Texas Zone, state plane coordinate system. All XREF drawings will be combined into single file for final submittal. All individual files shall be clearly named in order to discern subject matter contained therein.

10. 100% Submittal - Final Design

- a. Incorporate City final comments into the plans and bid documents.
- b. Prepare final plans
- c. Submit three sets of final prints, three bound copies of the bid documents and one unbound original bid document set to the City. Full size (22" X 34") and half size (11" X 17") sets of drawings will be furnished to the City, along with a CD containing PDFs of the plan sheets.
- d. Submit cad design files in AutoCAD R2014 format. All design shale prepared in NAD 83, North Texas Zone, state plane coordinate system. All XREF drawings will be combined into single file for final submittal. All individual files shall be clearly named in order to discern subject matter contained therein.
- e. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

11. Bidding Services

- a. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
- b. Furnish plans and bid documents for up to four plan review rooms. These documents are to be furnished at no cost to the plan review rooms.
- c. Prepare and distribute addenda to bid documents as necessary.
- d. Attend and assist City staff as needed in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
- e. Submit a CD-ROM disk of the bid set plans in a PDF format.
- f. Submit cad design files in AutoCAD R2014 format. All design shale prepared in NAD 83, North Texas Zone, state plane coordinate system. All XREF drawings will be combined into single file for final submittal. All individual files shall be clearly named in order to discern subject matter contained therein.
- g. Evaluate the low and second low bidders. Check bidder references and credentials.
- h. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
- i. Assist City staff in a pre-construction conference.
- j. Furnish eight sets of final construction plans (4 half size and 4 full size) for Contractor use.

12. Construction Phase Services

- a. Attend a pre-construction conference if necessary
- b. As requested by the City, visit the site to observe construction progress. Up to three (3) site visits are anticipated and included. A Field Observation Report shall be issued after each site visit.
- c. Respond to request for information.
- d. Review change orders
- e. Conduct and document a punch list of construction.

D. SPECIAL SERVICES:

1. Right-of-Way and Easement Surveying

- a. Provide field survey of parcel boundaries only as necessary to accurately prepare required easement documents for the construction access across private property.
- b. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Assume one (1) parcel as an estimate to establish a contract price.
- c. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Assume one (1) parcel as an estimate to establish a contract price.
- d. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City. Assume one (1) parcel as an estimate to establish a contract price.

E. Exclusions

1. The scope of services identified herein specifically excludes the following items, however, these items can be provided if necessary with a revision to scope of work and fees as agreed between CITY and CONSULTANT in writing:
 - a. Environmental assessment or remediation;
 - b. Fees for permits and bid advertising;
 - c. Traffic engineering reports or studies;
 - d. Floodplain reclamation plans or floodplain analysis beyond Basic Services;
 - e. Construction Inspection;
 - f. Designs for Trench Safety;
 - g. Consulting services by others not included in proposal;
 - h. Quality control and testing services during construction;
 - i. Alternate additions not included in the original scope;
 - j. Improvements outside the Project limits;
 - k. Tree survey/mitigation plan;
 - l. Plat preparation;

- m. Preparation of a Section 404 jurisdictional determination report inclusive of a delineation of the jurisdictional boundaries;
- n. Preparation and coordination of a Section 404 permit application and supporting documentation (i.e. conceptual mitigation plan report, etc.);
- o. Performance of biological surveys;
- p. Performance of a historic resources survey and archeological investigation;
- q. Asbestos abatement;
- r. Detailed preparation of as-built drawings;
- s. Mowing of property in order to accurately survey the Project;
- t. Removal and replacement of pedestrian bridge and engineering design for new abutments;
- u. Additional site visits during construction beyond those allowed and included in the Scope of Services;
- v. Attendance at City meeting involving Council, Planning & Zoning, Parks Board, and any other jurisdictional elected or appointed board.

**EXHIBIT "B"
SCHEDULE OF WORK**

**HARRINGTON PARK
DRAINAGE IMPROVEMENTS**

Upon receipt of authorization to proceed from City, Consultant shall perform work as identified in Exhibit "A", Scope of Services in accordance with the following schedule. All times shown are in calendar days.

Task	Date	Calendar Days	Total Days
Notice to Proceed	2/3/2014		
Begin Field Surveys	2/3/2014	0	0
Complete Field Surveys	3/5/2014	30	30
Submit 30% H&H Design Report	3/5/2014	30	
Submit 60% Plans to City for Review	5/5/2014	61	91
Receive Review Comments from City	5/12/2014	7	98
Submit 90% Plans to City for Review	5/26/2014	14	112
Receive Review Comments from City	6/2/2014	7	119
Submit 100% Plans to City for Review	6/12/2014	10	129

Schedule of work for bid phase services shall be in accordance with times indicated in the Scope of Services as well as dates established by City and Consultant for bid time (approximately three to four weeks).

Schedule of work for construction administration shall coincide with construction schedule as established by contract between City and successful bidder for construction of all proposed improvements.

EXHIBIT "C"
COMPENSATION AND METHOD OF PAYMENT

**HARRINGTON PARK
DRAINAGE IMPROVEMENTS**

BASIC SERVICES: Services rendered for Basic Services as itemized specifically in the attached Exhibit A, shall be billed monthly based on the Consultant's estimate of the percentage of work completed. The City of Plano agrees to pay the Consultant the following fees, itemized for reference purposes.

BASIC SERVICES				
DESCRIPTION	Survey	Engineering	GeoTech	TOTAL
Closed Storm drain system at Park	\$9,800	\$7,000	NOT INCLUDED	\$16,800
Demolition of Swimming Pool Complex		\$2,000	NOT INCLUDED	\$2,000
Stream Bank Stabilize along Chisholm Trail	\$2,400	\$15,000	\$3,900	\$32,800
Stream Bank Stabilize at Pedestrian Bridge	\$4,500	\$7,000		
DESIGN FEE	\$16,700	\$30,500	\$3,900	\$51,100
BIDDING and CONSTRUCTION ADMINISTRATION				\$3,900
REIMBURSABLES				\$1,500
TOTAL				\$56,500

SPECIAL SERVICES: Spec. Services shall be any service provided by the Engineer that is not specifically included in Basic Services OR Special Services as defined in Exhibit 'A'. Special Services shall be reimbursed at std. TNP hourly rates or TNP standard rates for items provided in-house, or direct expenses times a multiplier of 1.10 for non-labor, subcontract or mileage items.

SPECIAL SERVICES				
DESCRIPTION	Survey	Engineering	GeoTech	TOTAL
ROW/Easement Notes and Exhibit	\$2,000	NOT INCLUDED	NOT INCLUDED	\$2,000
TOTAL				\$2,000

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 Pools, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

\$2,000,000 aggregate |
| <input type="checkbox"/> 17. Garage Liability | \$_____ BI & PD each occurrence |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/12/2013

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 McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant	
	PHONE (A/C, No, Ext): (214) 503-1212	FAX (A/C, No): (214) 503-8899
ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Axis Insurance Company		37273
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED (417) 334-5773
 Teague Mall & Perkins, Inc.
 1100 Macon St.
 Fort Worth TX 76102

COVERAGES **CERTIFICATE NUMBER:** Cert ID 22987 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMPIOP 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) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> 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	Y/N	N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	Y	MBZ776015/01/2013	8/24/2013	8/24/2014	Per Claim/Annual Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. A waiver of subrogation is included on the policy. RE: Harrington Park

CERTIFICATE HOLDER City of Plano P.O. Box 860358 Plano TX 75086	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
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ACORD 25 (2010/05)

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EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

Teague, Nall and Perkins, Inc.
Name of Consultant

By: *Michael A. Jones*
Signature

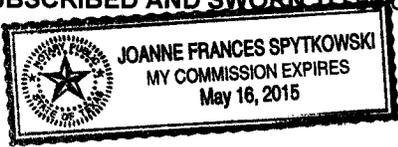
Michael A. Jones
Print Name

President
Title

03/12/14
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 12th day of March, 2014.



Joanne Frances Spytkowski
Notary Public, State of Texas