



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>					
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory					
Council Meeting Date:		7/27/15			
Department:		Parks and Recreation			
Department Head		Amy Fortenberry			
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>					
<b>CAPTION</b>					
Approval of an Engineering Services Agreement by and between the City of Plano and Jerry Parché Consulting Engineers in the amount of \$56,200 for floodplain analysis and FEMA Letter of Map Revision services for the Hedgcoxe Undercrossing project and authorizing the City Manager or his designee to execute all necessary documents.					
<b>FINANCIAL SUMMARY</b>					
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP					
FISCAL YEAR:	<b>2014-15, 2015-16</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>	<b>TOTALS</b>
Budget		0	100,000	3,000,000	<b>3,100,000</b>
Encumbered/Expended Amount		0	0	0	<b>0</b>
This Item		0	-36,200	-20,000	<b>-56,200</b>
BALANCE		0	63,800	2,980,000	<b>3,043,800</b>
<b>FUND(S):    PARK IMPROVEMENT CIP</b>					
<p><b>COMMENTS:</b> Funding for this item is available in the 2014-15 Park Improvements CIP. Obtaining pre-construction services for the Hedgcoxe Undercrossing project, in the amount of \$56,200, will leave a working balance of \$3,043,800 in the 2015-16 Fiscal Year.</p> <p><b>STRATEGIC PLAN GOAL:</b> Obtaining pre-construction services for trail projects relates to the City's goals of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence.</p>					
<b>SUMMARY OF ITEM</b>					
<p>The Hedgcoxe Undercrossing project will provide trail connectivity through the northern end of Hoblitzelle Park under Hedgcoxe Road. The trail is a Six Cities Trail Connection that will provide a connection at the Plano-Allen border. In the near future, the City of Allen will complete their portion north of Hedgcoxe and complete the trail connection between Russell Creek Park and Hoblitzelle Park.</p> <p>Jerry Parché Consulting Engineers is on the 2014-15 list of qualified consultants for Engineering Services. The total contract fee is \$56,200 which includes the pre-construction services of floodplain modeling and analysis including exhibits and reports, and it also includes the post construction services of floodplain analysis including an as built survey, FEMA Letter of Map Revision application, submittal and review services. These services are necessary to ensure that the trail construction project does not have an impact on any adjacent properties. The fee is consistent with other hydraulic modeling projects of this scope. The construction budget for the project is \$875,000.</p>					



# CITY OF PLANO COUNCIL AGENDA ITEM

Project Location Map:

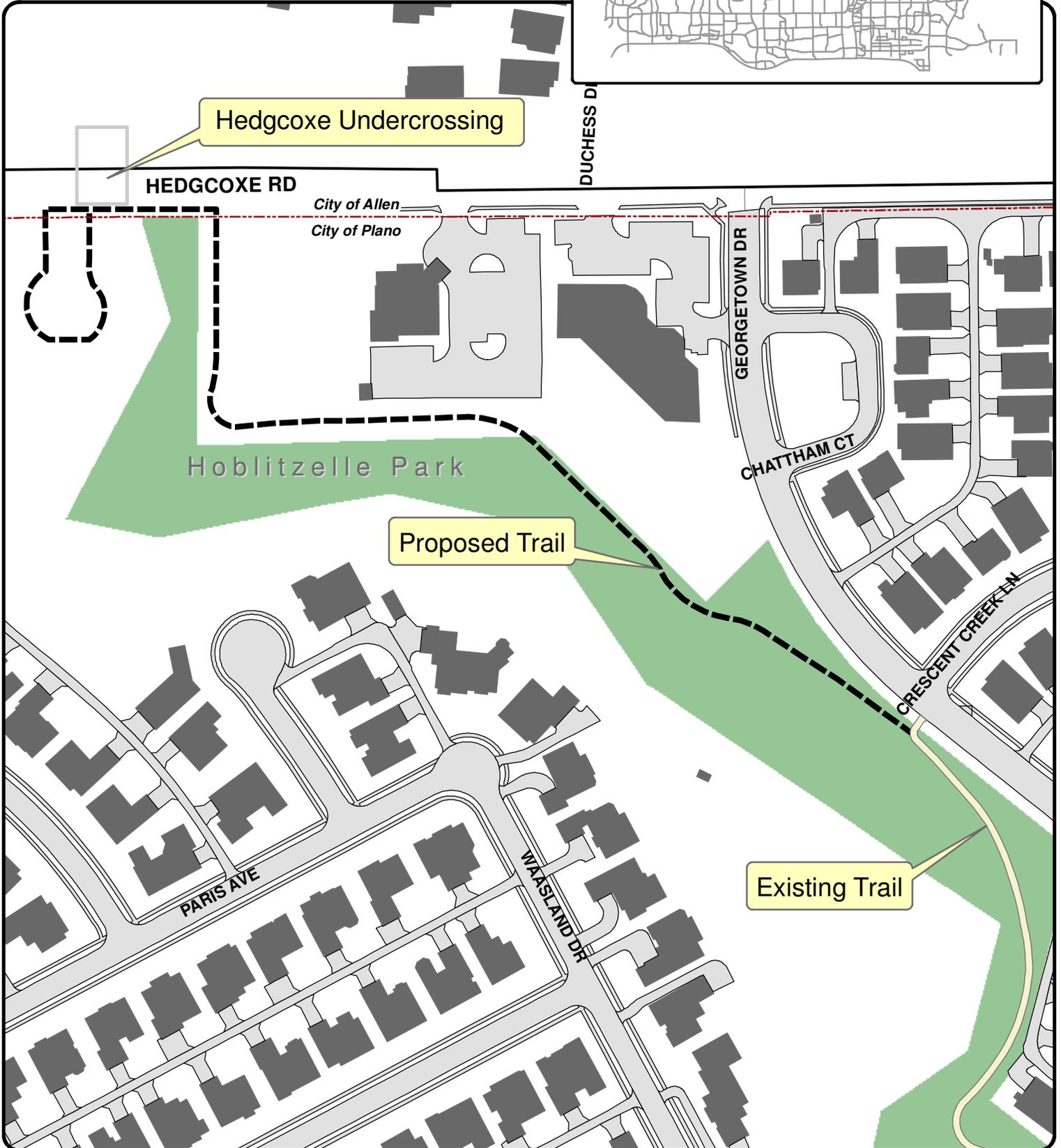
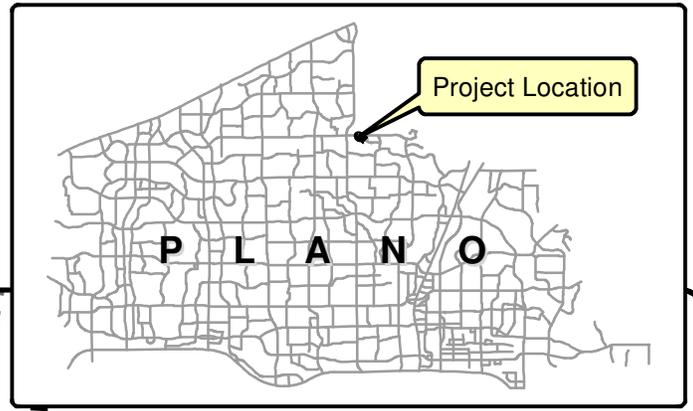
<https://goo.gl/k3AYpL>

List of Supporting Documents:

Location Map

Engineering Services Agreement

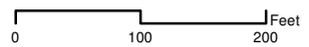
Other Departments, Boards, Commissions or Agencies



Existing Trail

Proposed Trail

Hedgcoxe Undercrossing



**HEDGCOXE UNDERCROSSING  
FLOODPLAIN ANALYSIS AND LOMR-F**

**PROJECT NO. 6039.2**

**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 **JERRY PARCHE' CONSULTING ENGINEERS**, a **SOLE PROPRIETORSHIP**, 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 **HEDGCOXE UNDERCROSSING FLOODPLAIN ANALYSIS AND LOMR-F** 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 THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT,**

INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE 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: Renee Burke Jordan  
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:

Jerry Parche' Consulting Engineers  
Attn: Jerry Parche', Owner  
1301 S. Bowen Road, Suite 300  
Arlington, TX 76013

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.

**JERRY PARCHE' CONSULTING  
ENGINEERS**

A Sole Proprietorship

DATE: 7-10-15

BY:   
Jerry Parche'  
OWNER

**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 TARRANT §

This instrument was acknowledged before me on the 10 day of July, 2015, by **JERRY PARCHE', OWNER, d/b/a JERRY PARCHE' CONSULTING ENGINEERS**, a sole proprietorship, individually and on behalf of said company.



Carolyn J. Parche'  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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**  
**HEDGCOXE UNDERCROSSING**  
**FLOODPLAIN ANALYSIS AND LOMR-F**

**SPECIAL SERVICES**

PHASE I – PRE CONSTRUCTION

Hoblitzelle Park Trail is proposed adjacent to Russell Creek and will extend for approximately 1200 feet downstream of Hedgcoxe Road. Based on two alternative alignments for the proposed trail selected by the city, we will prepare analysis for each design to evaluate flood impacts. These studies will be based on the Preliminary Effective Model of Russell Creek. This model was submitted to FEMA in 2011 and remains under review. However it is anticipated that the Preliminary Effective Model will have been adopted by FEMA as the Effective Model when the trail construction is completed.

Pursuant to our discussions with Mr. Mike Martin, P.E. of the Public Works and Engineering Department, services to apply for and acquire a Conditional Letter of Map Revision from FEMA before construction are not included in this contract. Jerry Parche' Consulting Engineers (JPCE) will provide the following services under this contract.

1. We will prepare a topographic map of the floodplain of Russell Creek in the proposed construction area. We will obtain the topography used to prepare the Preliminary Effective model. We will replace areas of this topography with the "on-the-ground" surveyed topography prepared for the design and construction of the proposed trail.
2. We will prepare a Revised Preliminary Effective Model of existing conditions in Russell Creek extending from the cross section downstream of the proposed trail construction to approximately 500 feet upstream of Hedgcoxe Road. Two existing structures cross Russell Creek in this reach – a multi barrel box culvert at Hedgcoxe Road and a sanitary sewer aerial crossing just downstream of Hedgcoxe Road. Preparation of the Revised Preliminary Effective Model will consist of modifying cross sections and the Hedgcoxe Road crossing in the Preliminary Effective Model for the surveyed topography, adding up to 20 additional cross sections and adding the existing sanitary sewer just south of Hedgcoxe Road.
3. Using the Revised Preliminary Effective Model we will prepare water surface profiles for the 10, 50, 100 and 500-year storms with existing channel conditions and existing watershed discharges. We will also prepare water

surface profiles for the 100-year storm for fully developed watershed conditions and the existing channel. Discharges to be used in the models will be taken from the Effective Model (FEMA) for existing watershed conditions and the Preliminary Effective Model for the fully developed watershed.

4. We will prepare a proposed condition model for each alternative trail design to evaluate impacts on flood conditions. One model will be prepared for each alternative trail design by modifying the Revised Preliminary Effective Model for the proposed trails. Using these models, we will compute water surface elevations, velocities and storage in the reach of Russell Creek to be impacted by the proposed trail construction.
5. We will review the water surface profiles, storage impacts and velocities determined in the proposed condition models and compare these to the results of the Revised Preliminary Effective model for compliance with City of Plano and FEMA requirements.
6. We will discuss the results of our studies with the Parks Department. We will coordinate with the Parks Department to select a trail alignment for use on this project.
7. Based on the selected proposed trail alignment we will prepare exhibits of Russell Creek showing the existing topographical conditions in the proposed trail area, study cross section locations, the proposed selected trail, floodplain limits, and property lines.
8. We will prepare drawings of the existing and proposed creek cross sections used in the study and show computed existing and proposed water surface elevations for frequency floods studied.
9. We will prepare a report describing our analysis and results of the floodplain impacts study. We will present the report and exhibits to the Engineering Department and coordinate with them to obtain city approval. We will provide 3 copies of the report and exhibits to the City and a digital copy in PDF format.

#### PHASE II – POST CONSTRUCTION

1. We will determine As-Built conditions with the constructed trail through the project area.
2. We will modify the cross sections, hydraulic models, and floodplain limits prepared in the pre-construction phase for constructed conditions if necessary.
3. We will prepare a report, exhibits and required federal forms and an application for a Letter of Map Revision for the project.

4. We will submit up to three copies and a PDF of the hydraulic models, forms, report, exhibits, and cross sections to the City and request the city's endorsement of a request to the Federal Emergency Management Agency for a Letter of Map Revision. We will coordinate with the city to obtain this endorsement.
5. We will submit all information required to FEMA on behalf of the City of Plano, with a request that FEMA issue a Letter of Map Revision for this project.
6. We will send letters of notification, or coordinate with the city if the city chooses to send these letters, to all affected property owners as required by FEMA,
7. We will publish a notice in a local newspaper, or coordinate with the city if the city wishes to publish the notice, describing the proposed revisions to the effective floodplain, as required by FEMA.
8. We will coordinate with FEMA or their consultant to answer questions or provide additional information to obtain approval of a Letter of Map Revision.

**EXHIBIT B**  
**COMPLETION SCHEDULE**  
**HEDGCOXE UNDERCROSSING**  
**FLOODPLAIN ANALYSIS AND LOMR-F**

**SCHEDULE**

The Floodplain Impacts Analysis Study and Letter of Map Revision will be submitted according to the following schedule for review by the City prior to submittal of final documents. These will be submitted to the City of Plano Trail System Planner.

<u>Percentage of Completion</u>	<u>Date of Submittal</u>	<u>Report Sets</u>
<b>PHASE I – PRE-CONSTRUCTION</b>		
70% Model Preparation and Analysis	12 weeks	3
90% Final Exhibits and Report	8 weeks	3
100% City Approval	2 weeks	3
<b>PHASE II – POST-CONSTRUCTION</b>		
30% As-Built Survey	4 weeks	N/A
80% Analysis and Letter of Map Revision Application	8 weeks	3
90% Submittal to FEMA following City Review	1 week	3
100% FEMA Approval	4 weeks	N/A

Note: the above schedule is for JPCE work effort only and does not include time required for review and approval by the City of Plano.

**EXHIBIT C  
PAYMENT SCHEDULE  
HEDGCOXE UNDERCROSSING  
FLOODPLAIN ANALYSIS AND LOMR-F**

JPCE fees for the scope of services outlined in Exhibit A are defined herein.

**Fees**

**SPECIAL SERVICES**

PHASE I – PRE-CONSTRUCTION

Revised Effective Model and Models of Alternative Proposed Trails	\$ 25,000.00
Final Exhibits and Report	7,000.00
City Review and Approval	<u>3,000.00</u>
<b>TOTAL\$</b>	<b>35,000.00</b>

PHASE II – POST CONSTRUCTION

As-Built Survey	\$ 6,000.00
Analysis and Letter of Map Revision Application	10,000.00
Submittal to FEMA following City Review	2,600.00
FEMA Review and Approval	<u>2,100.00</u>
<b>TOTAL\$</b>	<b>20,700.00</b>

<b>SPECIAL SERVICES FEE</b>	<b>\$ 55,700.00</b>
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<b><u>Reimbursable Expenses</u></b>	<b>\$ <u>500.00</u></b>
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<b>TOTAL\$</b>	<b>56,200.00</b>
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Newspaper Publication Fees and City and FEMA Review Fees are not included in the fees above. These fees shall be paid by the City of Plano.

**Basis for Compensation**

JPCE will perform the services outlined herein for a lump sum fee of \$56,200.00. Services will be billed monthly on the basis of our standard hourly rates times the service hours for each employee position on this project.

Upon the execution of this agreement approval, we will begin work on the tasks outlined herein. If any payment due JPCE for services and expenses invoiced in accordance with this agreement is not received within 30 days after receipt of JPCE's statement of the amount due JPCE's fees will be increased at the rate of 1.5 percent per month for each month beyond the 30-day period. In addition, JPCE may, after giving seven (7) days written notice, suspend services under this agreement until all amounts due have been paid in full. Furthermore, JPCE may withhold design drawings, documents, specifications, reports, or any other tangible items produced under the terms of this agreement until outstanding invoices related to those items are paid.

**Reimbursable Expenses (Not to exceed \$ 500.00)**

Reimbursable expenses are those incurred by JPCE which are not included in our Special Services fees. These costs will be invoiced separately under Task Code RE01 at a cost of 1.1 times the actual expense incurred unless otherwise specified. We propose a budget of \$500.00 for these expenses. This budget will not be exceeded by JPCE without the formal approval of the City of Plano. These costs include:

Printing  
Long-distance communication charges  
Courier or delivery service  
Postage  
Travel outside of the metroplex

**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







## EXHIBIT "E"

### AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

#### **A. No Prohibited Interest**

I, the undersigned, declare that I am authorized to make this statement on behalf of **Jerry Parche' Consulting Engineers** a Sole Proprietorship organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **Jerry Parche' Consulting Engineers** 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."

#### **B. Equal Rights Compliance**

1. Section 2-11(F) of the City Code of Ordinances reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

- (a) for an employer to fail or refuse to hire, or to discharge, any person;
- (b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
- (c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
- (d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
- (f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
- (g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
- (h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
- (i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
- (j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or

- employment in, any program established to provide apprenticeship or other training;
- (k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;
- (l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or
- (m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.”

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

\_\_\_\_\_ A religious organization.

\_\_\_\_\_ A political organization.

\_\_\_\_\_ An educational institution.

\_\_\_\_\_ A branch or division of the United States government or any of its departments or agencies.

\_\_\_\_\_ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

\_\_\_\_\_ A private club that is restricted to members of the club and guests and not open to the general public.

\_\_\_\_\_ Is not an “employer” under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances, if applicable, at any time during the term of this contract may render the contract voidable by the City.

Jerry Parche' Consulting Engineers

By:

*Jerry Parche'*  
Signature

Jerry Parche'  
Print Name

Owner  
Title

7/10/15  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF TARRANT   §

SUBSCRIBED AND SWORN TO before me this 10 day of July, 2015.



*Carolyn J. Parche'*  
Notary Public, State of Texas