



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:		7/28/14		
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 Dunaway Associates, L.P. in the amount of \$112,860 for a floodplain study at Oak Point Park and Nature Preserve and authorizing the City Manager or his authorized 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	1,163,950	2,964,050	1,250,000	5,378,000
Encumbered/Expended Amount	-1,163,950	-1,760,898	0	-2,924,848
This Item	0	-112,860	0	-112,860
BALANCE	0	1,090,292	1,250,000	2,340,292
FUND(S): PARK IMPROVEMENT CIP				
<p>COMMENTS: Funds are included in the FY 2013-14 Park Improvement CIP. This item, in the amount of \$112,860 will leave a current year balance of \$1,090,292 available for the 09 Oak Point Park Development project.</p> <p>STRATEGIC PLAN GOAL: Studying the Floodplain at Oak Point Park and Nature Preserve to protect lives and property at the park relates to the City's goal of Safe Large City and Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
<p>A preliminary floodplain analysis was prepared when the previous improvements at Oak Point Park and Nature Preserve were constructed. Those improvements included the parking lot, pavilion, restrooms, and earthwork and drainage improvements in the large open space area south of the festival site. It was anticipated that a final flood study and the necessary documentation for submittal to FEMA would be completed once the nature and retreat center building was constructed. Now that the grading plans for the building have been completed and construction is moving forward, the final flood study, surveying of as built conditions and FEMA documentation can be prepared. The surveying and final flood study will provide baseline floodplain information for any future improvements at the park.</p> <p>Dunaway Associates is the engineering sub-consultant for the nature and retreat center building and has already prepared grading plans and a survey for the building area. Staff believes that it is in the best interest of the City to allow Dunaway to complete the flood study due to their current involvement in work at the park which</p>				

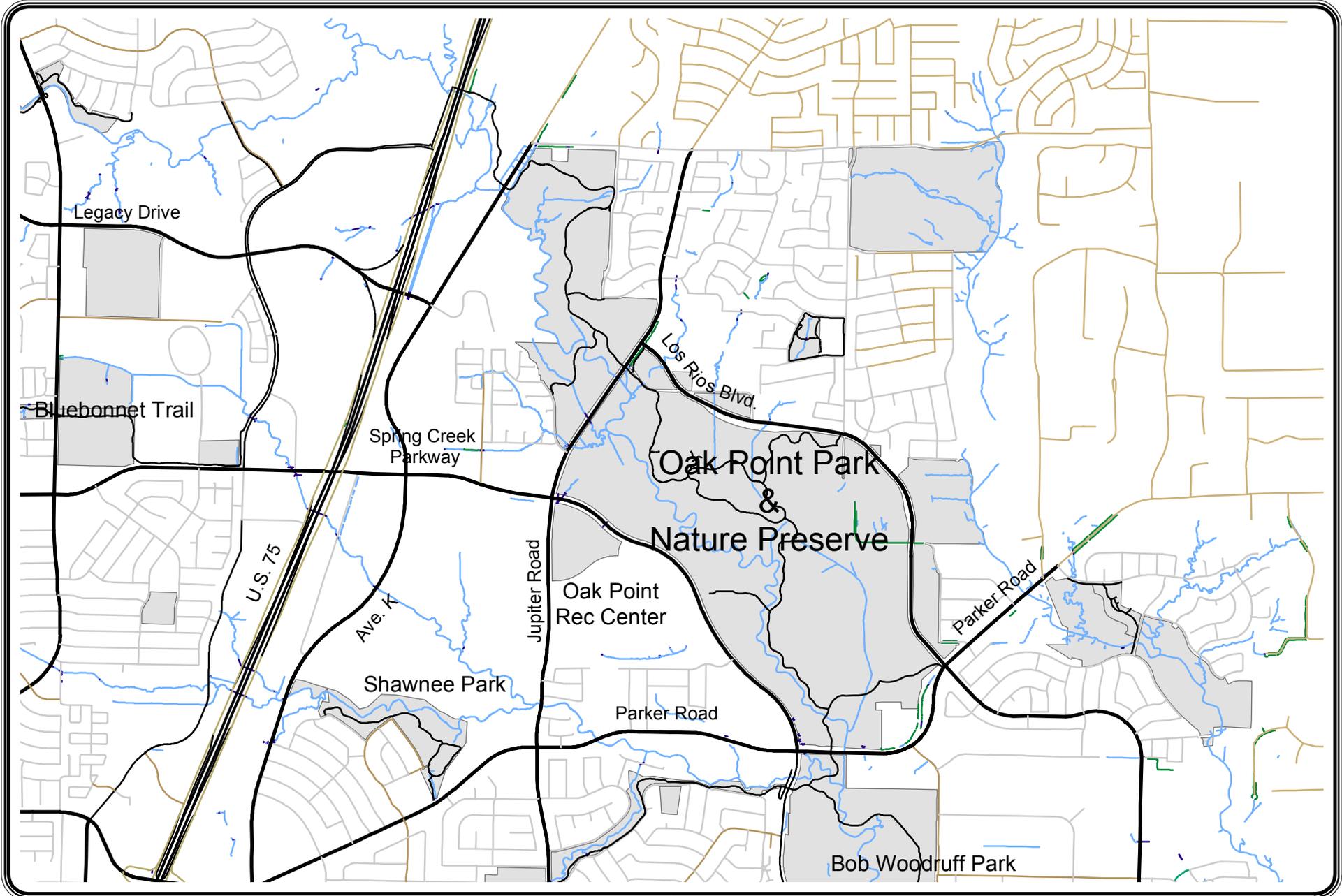
is needed in order to complete the flood study.

The fee of \$112,860 is consistent with other flood study projects that involve a large site such as Oak Point Park and Nature Preserve.

Project Location Map:

<http://goo.gl/maps/Xn6Fn>

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map Engineering Services Agreement	



Oak Point Park & Nature Preserve - Floodplain Study

OAK POINT PARK & NATURE PRESERVE – FLOODPLAIN STUDY

PROJECT NO. 6464

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 **DUNAWAY ASSOCIATES, L.P.**, a **TEXAS** Limited Partnership, 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 **OAK POINT PARK & NATURE PRESERVE – FLOODPLAIN STUDY** 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:

Dunaway Associates, L.P.
Attn: Cuneyt Erbatur, Project Manager, Water Resources
550 Bailey Avenue, Suite 400
Fort Worth, TX 76107

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Engineer, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

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

SIGNED on the date indicated below.

DATE: 6/29/14

DUNAWAY ASSOCIATES, L.P.
A Texas Limited Partnership

BY: 
Tom S. Galbreath
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

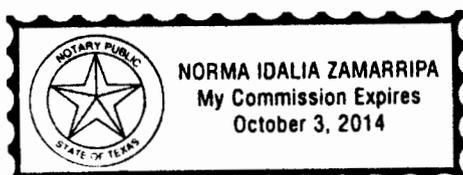
APPROVED AS TO FORM:

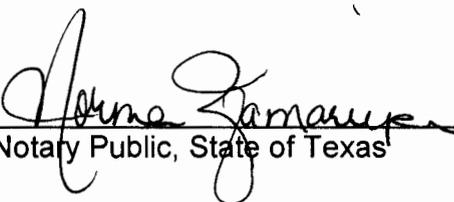
Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 24th day of June, 2014, by **TOM S. GALBREATH, PRESIDENT**, of **DUNAWAY ASSOCIATES, L.P.**, a **TEXAS** Limited Partnership, on behalf of said limited partnership.





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" – DETAILED SCOPE OF SERVICES
Floodplain Study for Oak Point Park – Plano, Texas

TASK 1: RESEARCH & DATA COLLECTION

Preliminary Coordination – Dunaway will coordinate with Client at the beginning of the project to confirm the objectives of the project and to discuss the anticipated steps required to complete the project.

Site Visit – Dunaway will perform one (1) visit to the Project site to observe the existing conditions and to obtain a photographic record of the conditions at the site at the time of the visit.

Coordination with the City – Dunaway will coordinate with City of Plano Engineering and Parks & Recreation staff to discuss key issues related to the project. We will present information concerning this project to City staff members. It is expected that the City will request all digital data including, but not limited to topographic survey, hydraulic work maps, and hydraulic models from the Consultant that prepared the "Hydraulic Study of Rowlett Creek", dated August 16, 2007.

Effective Hydrologic & Hydraulic Models – Dunaway will request from FEMA a copy of the current effective hydrologic and hydraulic models of Rowlett Creek. The City of Plano will request the most up-to-date digital hydraulic model for Rowlett Creek from the Consultant who prepared the last hydraulic study for Rowlett Creek, dated August 16, 2007. The effective models will be the basis for comparison to pre-project conditions.

TASK 2: TOPOGRAPHIC SURVEY

Topographic Survey – Dunaway will provide a topographic survey of the area defined in the attached Exhibit 'A.' One-foot interval contours will be developed based on the results of the measurements taken. Existing visible utility facilities will be located and depicted on the face of the survey along with any other visible improvements situated within the defined area. The survey data will be based on the North American Datum 1983 (NAD83), Texas State Plane Coordinate System for North Central Texas, and the vertical datum shall be the North American Vertical Datum of 1988 (NAVD88). As owner of the property, the Client authorizes the surveyor to enter the property to conduct the survey.

TASK 3: FLOODPLAIN ANALYSIS

Dunaway will perform a floodplain analysis in accordance with City of Plano standards and the minimum requirements of the National Flood Insurance Program (NFIP) as administered by the Federal Emergency Management Agency (FEMA). This floodplain analysis will be used as a basis to submit a request to the City of Plano for a floodplain development permit for construction within the floodplain area. The City will not allow construction to begin within areas designated as Special Flood Hazard Areas (SPFHA) until a floodplain development permit is obtained. Tasks associated with the floodplain analysis include:

EXHIBIT "A" – DETAILED SCOPE OF SERVICES

Floodplain Study for Oak Point Park – Plano, Texas

Previous Study Hydraulic Model – Dunaway will review the models developed for the previous Oak Point Park Study and utilize the existing conditions model as the pre-project base model. This model will be used to verify that the proposed grading improvements in the floodplain along the study limits will not cause a decrease in creek storage volume.

Proposed Conditions Hydraulic Model – Dunaway will utilize the corrected effective model developed as part of the previous Oak Point Park Study as the basis for the proposed conditions model. Dunaway will modify the corrected effective hydraulic model to reflect the previously constructed swale and the two (2) pedestrian bridges, proposed new grading improvements and a future pedestrian bridge.

- a. Compute the BFEs for the post-project conditions, and verify that there is no negative impact to adjoining properties due to the proposed improvements.
- b. Compute the channel velocities for the post-project conditions, and verify that there is no increase in channel velocities compared to the pre-project model due to the proposed improvements.
- c. Compute the proposed conditions total valley storage throughout the study limits. Several iterations of the proposed conditions grading and modeling may be required in order to satisfy the City's no loss of valley storage criteria.
- d. Develop a proposed conditions floodway model and delineate the revised floodway.

Assumptions

- It is assumed that the City will be able to obtain all of the digital files related to the previous Park Study.

Deliverables

- Three (3) copies of the flood study report summarizing the findings of the study will be provided to the City in high resolution PDF format.

TASK 4: FLOODPLAIN DEVELOPMENT PERMIT

Dunaway will prepare a Floodplain Development Permit application to be submitted to the City of Plano. The application requires general information regarding the proposed construction, as well as specific information with respect to the anticipated impact on the floodplain. Items to be submitted with the application include:

Application Form – Dunaway will prepare the City of Plano Floodplain Development Permit application form.

Hydrologic and Hydraulic Data – Dunaway will assemble the necessary hydrologic and hydraulic data developed for the floodplain task.

EXHIBIT "A" – DETAILED SCOPE OF SERVICES

Floodplain Study for Oak Point Park – Plano, Texas

Construction Plans – A copy of the final proposed construction plans will be provided. Included in the construction plans to be submitted with the application will be:

- a. **Grading Plan** – The final grading plan for the project site showing the how the site is to be graded.
- b. **Swale Improvement** – The final construction drawings of the proposed swale improvement (if necessary) to compensate for a potential loss of valley storage due to the proposed fill in the floodplain.

Submittal Follow-Up – Dunaway will address review comments from the City of Plano staff associated with the floodplain development permit application submittal, if any.

Assumptions

- Ultimate developed conditions peak discharges generated by others will be utilized in this portion of the study.
- No hydrological modeling will be performed as part of this study.
- There will be one (1) set of review comments from the City that will be addressed prior to preparing the final LOMR submittal package.

Deliverables

- Two (2) hard copies of the Flood Study Report – one (1) copy for the Parks Department and one (1) copy for the Engineering Department. This will also be provided in high resolution PDF format.

TASK 5: LETTER OF MAP REVISION (LOMR)

Dunaway will prepare a submittal package to accompany a request to FEMA for a Letter of Map Revision (LOMR) to officially change the Flood Insurance Rate Map (FIRM), revising the floodplain maps to reflect the post-construction conditions. Items to be included in the LOMR submittal include:

As-Built Survey – Upon completion of the site grading, a topographic survey will be required to verify post-construction topography. The data collected in the as-built survey shall be used to update the contour data for the Project site.

Hydraulic Data – Dunaway will assemble the necessary hydraulic data developed for the floodplain study tasks.

- a. **Post-Project Hydraulic Model** – The as-built survey will be used to update the hydraulic model to reflect post-project site conditions.
- b. **Floodplain Delineation** – The post-project hydraulic model will be used to re-compute the floodplain elevations along Rowlett Creek within the project site. The

EXHIBIT "A" – DETAILED SCOPE OF SERVICES

Floodplain Study for Oak Point Park – Plano, Texas

post-project floodplain will be delineated using the as-built survey data and the original topographic (contour) data.

- c. **Floodway Delineation** – The post-project hydraulic model will be used to re-compute the floodway encroachment along Rowlett Creek within the project site. The post-project floodway will be delineated using the as-built survey data and the original topographic (contour) data.
- d. **Floodplain Report** – Dunaway will prepare an updated floodplain report that will combine the information prepared for the floodplain analyses (future developed flows and effective FEMA flows), updated to reflect the post-project conditions.

LOMR Data – Data to be included in the LOMR package includes the following:

- a. Appropriate FEMA MT-2 forms, including the Elevation Form and the Community Acknowledgement Form, Bridge/Culvert Form, updated to reflect the post-project conditions.
- b. As-Built drawings for the two (2) previously constructed pedestrian bridges.
- c. Copy of the Deed or Plat Map.
- d. Annotated copy of the effective FIRM panel.
- e. Documented Endangered Species Act Compliance.

Letters to Affected Property Owners – As required by FEMA, letters of notification shall be sent to all affected property owners. Copies of the letters will be included in the LOMR request submittal.

Public Notice – As required by FEMA, a public notice shall be published in a local newspaper describing the proposed revisions to the effective floodplain. A copy of the public notice will be included in the LOMR request submittal.

Review and Processing Fee – FEMA requires that a review and processing fee must be submitted for requests involving the placement of fill within the floodplain area. This fee would be paid by Client and is not included in the base scope of services. The current FEMA review fee associated with LOMRs of this type, as published in the *Federal Register*, dated December 14, 2009 is \$5,300. The FEMA review fees are subject to change and are outside of Dunaway's control.

It should be noted that there are typically long review times for FEMA to process LOMR requests, and the total time required to complete the process can take from six (6) to nine (9) months.

City Review – Dunaway will submit a draft copy of the LOMR submittal package to the City of Plano for review prior to submitting to FEMA for review and approval.

EXHIBIT "A" – DETAILED SCOPE OF SERVICES

Floodplain Study for Oak Point Park – Plano, Texas

LOMR Follow-Up – Dunaway will coordinate with FEMA during the LOMR review and respond to requests for clarification and/or additional information.

Assumptions

- There will be one (1) set of review comments from the City that will be addressed prior to preparing the final LOMR submittal package.
- There will be two (2) requests from FEMA for additional data during the LOMR review/approval process.

Deliverables

- Two (2) hard copies of the draft LOMR submittal package – one (1) copy for the Parks Department and one (1) copy for the Engineering Department for review. This will also be provided in high resolution PDF format.
- Three (3) hard copies of the final LOMR submittal package – one (1) copy for the Parks Department, one (1) copy for the Engineering Department, and one (1) to be forwarded to FEMA for review. This will also be provided in high resolution PDF format.

ADDITIONAL SERVICES (not included in scope of services)

The following is a list of some, but not necessarily all, of the services that can be useful or required for a project of this type. The listed services have not been included in this proposal. Dunaway can provide or sub-consult many of these services if desired by the Client. If the Client determines any of these services is desired, Dunaway can either amend this proposal to incorporate the desired service or services or recommend other actions to cover the needs as expressed.

1. Phase 1 and Phase 2 Environmental Site Assessments.
2. Wetlands delineations and Section 404 permitting through the US Army Corps of Engineers.
3. Redesign efforts related to site plan or building footprint changes after significant design efforts have begun are not included.
4. Surveying services such as boundary surveys and easements by separate instrument are not included unless specifically mentioned in the scope of work.
5. Design of off-site public utility extensions is not included unless specifically listed in the proposed scope of work.
6. Design of off-site paving improvements is not included unless specifically listed in the proposed scope of work.

EXHIBIT "B" – SCHEDULE

Floodplain Study for Oak Point Park – Plano, Texas

Task		Anticipated Duration
1	Research & Data Collection	1 week
2	Topographic Survey	3 weeks
3	Floodplain Analysis	3 weeks
4	Floodplain Development Permit	2 weeks
5	Letter of Map Revision (LOMR)	2 weeks

Floodplain Study for Oak Point Park – Plano, TX

EXHIBIT "C" - FEE SCHEDULE

	Basic Services	Special Services
Reconnaissance and Data Collection		
Preliminary Coordination	\$940	
Site Visit	\$1,000	
Coordination with City Staff	\$1,000	
Effective Hydrologic & Hydraulic Models Research & Review	\$3,180	
Topographic Survey		
Internal & Client Coordination	\$420	
Data Research; Field Preparation	\$760	
Recover and Establish Vertical Control	\$1,650	
Field Survey - Topographic	\$16,500	
Processing, Surface, Contours, Drafting, Etc.	\$4,920	
Final QC and Addressing of QC Comments	\$1,320	
Deliverable	\$470	
Floodplain Analysis		
Request Effective Model from City or Consultant	\$500	
Update Corrected Effective Hydraulic Model		
Revise effective cross sections that cross Property	\$4,140	
Run model to compute BFEs	\$500	
Proposed Conditions Hydraulic Model		
Modify sections to reflect proposed fill and cut at structures	\$4,200	
Determine excavation needed to achieve no loss in valley storage	\$6,280	
Run model to compute BFEs	\$1,000	
Check for channel velocities & adjust grading if necessary	\$2,200	
Run floodway model & map revised floodway	\$6,800	
Prepare Memorandum/Report	\$6,280	
Floodplain Development Permit		
Prepare FDP Application	\$570	
Hydraulic Studies	\$1,000	
Grading Plan	\$1,740	
Construction Plans	\$7,060	
Letter of Map Revision		
Prepare LOMR Application & Submit to FEMA (effective flows)	\$11,300	
Verify: no loss in valley storage, BFEs, building freeboard, velocities (future developed flows)	\$5,000	
Obtain As-Built Survey Data [per Survey Dept.]	\$5,000	
Prepare As-Built Pedestrian Bridge Data	\$3,680	

Endangered Species Act Compliance	\$400	
Obtain Plat/Deed from Client	\$150	
Prepare Annotated FIRM	\$700	
Obtain FEMA Review Fee From Client	\$150	
Address two rounds of comments with FEMA	\$10,620	
Reimbursables		\$1,430
	\$111,430	\$1,430

FEE SUMMARY (ALL SERVICES TO BE BILLED HOURLY)

	Basic Services	Special Services
RECONNAISSANCE AND DATA COLLECTION	\$6,120	
TOPOGRAPHIC SURVEY	\$26,040	
FLOODPLAIN ANALYSIS	\$31,900	
FLOODPLAIN DEVELOPMENT PERMIT	\$10,370	
LETTER OF MAP REVISION	\$37,000	
REIMBURSABLES		\$1,430
SUBTOTAL NOT-TO-EXCEED FEE	\$111,430	\$1,430

TOTAL

\$112,860

Hourly Invoicing Rates - 2014
Civil Engineering and Land Surveying Services

<u>Category</u>	<u>Rate</u>
Senior Principal	\$195
Department Head	\$170
Project Manager/Project Engineer	\$150
Engineer-in-Training	\$100
CADD Technician	\$95
Administrative Assistant	\$85
Registered Professional Land Surveyor	\$140
Survey CADD Technician	\$95
Two-Man Crew	\$165

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)
6/13/2014

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

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

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 N. 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 E-MAIL ADDRESS:
INSURED Dunaway Associates, LP 550 Bailey Avenue Suite 400 Fort Worth TX 76107	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Indemnity Co. of Amer. NAIC # 25666 INSURER B: Catlin Insurance Company, Inc. 19518 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Cert ID 25469 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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	CLAIMS MADE OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER					PRODUCTS COM/PROP AGG \$
	POLICY PRO JECT LOC					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS	SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	HIRED AUTOS	NON OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS MADE				AGGREGATE \$
	DED RETENTIONS					\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		UB3928T484	6/16/2014	6/16/2015	X WC STATU TORY LIMITS OTH ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)	Y/N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE POLICY LIMIT \$ 1,000,000
B	Professional Liability	N Y	AED-202046-0415	4/28/2014	4/28/2015	Per Claim \$ 3,000,000
						Annual Aggregate \$ 5,000,000

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 in favor of the certificate holder on all policies.

RE: Flood Plain Study for Oak Point Park

CERTIFICATE HOLDER City of Plano Parks and Recreation Attn: Bill Dakin 1409 K Avenue Plano TX 75074	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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/16/2014

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

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

PRODUCER Higginbotham Insurance Agency, Inc 500 W. 13th Street Fort Worth TX 76102		CONTACT NAME: Amanda Villanueva PHONE (A/C, No, Ext): 800-728-2374 FAX (A/C, No): 817-347-6981 E-MAIL: avillanueva@higginbotham.net ADDRESS: avillanueva@higginbotham.net	
INSURED Dunaway Associates LP 550 Bailey Ave, #400 Fort Worth TX 76107		INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: State Automobile Mutual Ins Co. 25135 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 190120064 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 STR	TYPE OF INSURANCE	ADGL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> LimitedCont Liab		BOP275400601	6/16/2014	6/16/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BAP2382981	6/16/2014	6/16/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION \$		CX5211863901	6/16/2014	6/16/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractor's Equipment		BOP275400601	6/16/2014	6/16/2015	See Schedule Below Ded \$1,000 ACV

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The General Liability and Automobile Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status (GL includes completed operations) and a blanket waiver of subrogation endorsement to the certificate holders only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability policy has a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status
See Attached...

CERTIFICATE HOLDER City of Plano Parks and Recreation Attn: Bill Dakin 1409 K Avenue Plano TX 75074	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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AGENCY CUSTOMER ID: DUNAW22

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Dunaway Associates LP 550 Bailey Ave, #400 Fort Worth TX 76107	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Umbrella is follow form.
 RE: Floodplain study for Oak Point Park

ACORD 101 (2008/01)

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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 Dunaway Associates, L.P. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Dunaway Associates, L.P. 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.

Dunaway Associates, L.P.

Name of Consultant

By:

Tom Galbreath

Signature

Tom Galbreath

Print Name

President

Title

6/29/14

Date

STATE OF TEXAS

§

COUNTY OF TARRANT

§

§

SUBSCRIBED AND SWORN TO before me this 24th day of June, 2014.

Norma Zamarripa
Notary Public, State of Texas

