



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 a Landscape Architecture Services Agreement by and between the City of Plano and Jerry Parché Consulting Engineers in the amount of \$89,700 for design services for the Hedgcoxe undercrossing project and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2013-14, 2014-15	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	535,449	3,436,965	1,400,000	5,372,414
Encumbered/Expended Amount	-535,449	-2,179,022	0	-2,714,471
This Item	0	-51,000	-38,700	-89,700
BALANCE	0	1,206,943	1,361,300	2,568,243
FUND(S): PARK IMPROVEMENTS CIP				
COMMENTS: Funding is available in FY 2013-14 and planned for FY 2014-15 in the current CIP. This item, in the amount of \$89,700, will leave a project balance of \$2,568,243 for other expenditures related to connecting Plano's trails.				
STRATEGIC PLAN GOAL: Obtaining professional design services for upcoming trail improvements relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.				
SUMMARY OF ITEM				
<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, which will complete the trail connection between Russell Creek Park and Hoblitzelle Park.</p> <p>Jerry Parché Consulting Engineers is on the 2013-14 list of qualified consultants for Engineering Services. The total contract fee is \$89,700 which includes basic services, TDLR plan review, reimbursables, surveying, easement documents and civil engineering. The total fee is 10.4 percent of the total estimated construction budget of \$858,815. The fee is consistent with other park and engineering projects of this size and scope.</p>				
Project Location Map: http://goo.gl/maps/JoqrQ				

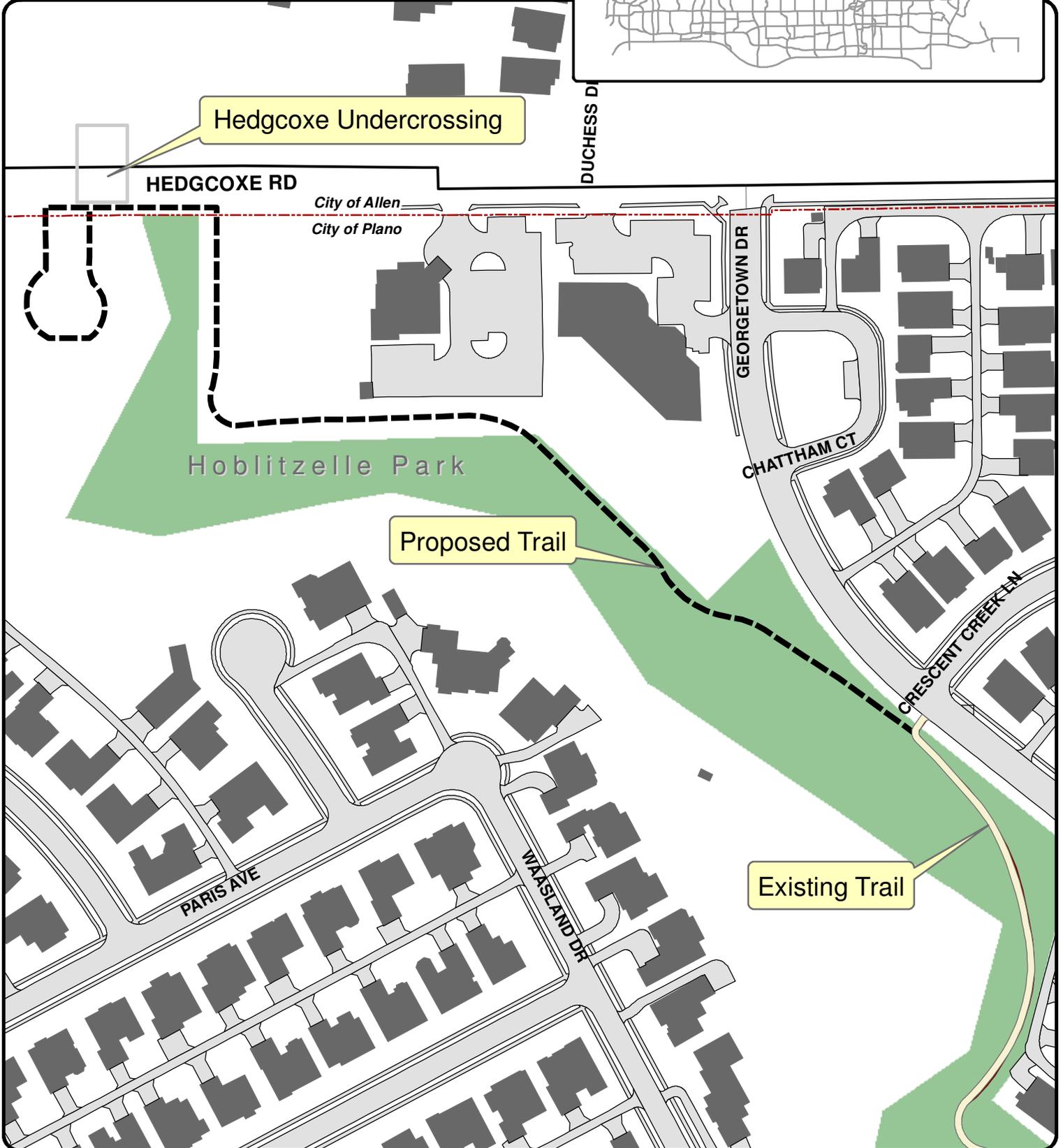
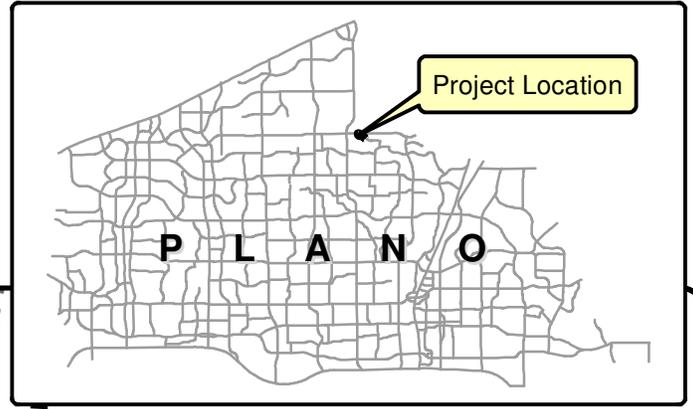


CITY OF PLANO COUNCIL AGENDA ITEM

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

Location Map

Hedcoxe Undercrossing
Project # 6039.1



HEDGCOXE UNDERCROSSING

PROJECT NO. 6039.1

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 PARCHÉ 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** 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: 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 Parché Consulting Engineers
Attn: Jerry Parché, 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 PARCHÉ CONSULTING
ENGINEERS**

A Sole Proprietorship

DATE: 6-25-14

BY: Jerry Parché
Jerry Parché
Individually and as
SOLE PROPRIETOR

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

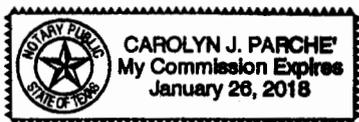
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 25 day of June, 2014, by **JERRY PARCHÉ, OWNER, d/b/a JERRY PARCHÉ 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 _____, 2014, by **BRUCE D. GLASSCOCK, CITY MANAGER**, of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT A
SCOPE OF SERVICES
Hoblitzelle Park Trail at Hedgecoxe Road

BASIC SERVICES

Pre-Design

Site Visit

We will conduct a visit with City Staff to the site in order to familiarize ourselves with the site.

Survey and Concept Study

Task CS-1 Survey and Plans Research

1. We will prepare topographic and boundary surveys of areas being evaluated for the proposed trail alignment.
2. We will contact utility companies and obtain maps of their existing facilities in the project area.
3. We will research construction plans of existing improvements that may impact the proposed construction

Task CS-2 Concept Study

4. Based on survey data, we will prepare optional alignments for the trail in accordance with Designs 1, 2 or 3 shown on the attached exhibits.
5. We will prepare a grade for each optional trail alignment and determine extents and heights of retaining walls required for each.
6. Based on information determined in the geotechnical study, we will prepare preliminary structural design of retaining walls sufficient for preparing a cost estimate.
7. We will determine utility relocations and preliminary drainage design for each optional trail alignment sufficient for preparing a construction cost estimate. This shall be based on information provided by utility companies, surface reviews and surveys. Underground investigations are not included herein.
8. We will prepare construction quantities and a preliminary cost estimate for each optional trail alignment.

9. We will prepare an exhibit of each optional trail alignment and review the construction impacts, easement or right-of-way requirements, estimated costs and other issues with the City of Plano. We will coordinate with the city to select a final trail alignment for design and construction.

Plans, Specifications and Estimate

Task CE-1 Horizontal and Vertical Layout, Grading, Drainage and Structural Design

1. We will prepare a dimension control plan providing the location of proposed improvements.
2. We will prepare a grading plan of the proposed improvements.
3. We will prepare a profile of the proposed trail.
4. We will prepare a Drainage Area Map and determine runoff quantities of areas draining towards the trail.
5. We will design stormwater collection and conveyance facilities to convey runoff to Russell Creek. This may include
 - A. Stormwater inlets to collect runoff prior to entering the trail and storm sewers to convey this runoff under the trail to Russell Creek.
 - B. Stormwater inlets to collect runoff on the trail and storm sewers to convey this runoff to Russell Creek.
6. We will prepare a Storm Water Pollution Prevention Plan (SWPPP), including an erosion control plan, for preventing discharge of pollutants into Russell Creek or tributaries during construction in accordance with City of Plano requirements.
7. We will prepare the structural design of proposed retaining walls and details, including stone facing, for the proposed trail.
8. We will submit the preliminary plans and construction cost estimate to the city.
9. We will meet with the City of Plano and review city comments on the preliminary plans.
10. We will revise the preliminary plans in accordance with city comments. We will prepare and submit final plans to the city.

11. We will coordinate with the Parks and Recreation Department for final approval of the plans and specifications.
12. We will provide one set of plans to utility companies having facilities in the vicinity of the proposed construction.

The plans will be sealed by Jerry Parche' Consulting Engineers, Registered Texas Professional Engineer.

Task S-1 Specifications

We will prepare a Bid Schedule (Proposal), contract documents and specifications for all improvements designed by our firm.

Task C-1 Cost Estimates

1. We will prepare quantities and an engineers preliminary opinion of probable construction cost with each submittal of preliminary plans.
2. We will prepare final quantities and a final cost estimate for construction of the proposed improvements.

Coordination

Jerry Parche' Consulting Engineers (JPCE) will coordinate with the City of Plano as necessary for the completion of the Work.

Bid Phase Services

1. We will assist the city in advertising for bids.
2. We will prepare plans and specifications for bidding.
3. We will distribute plans and contract documents to bidders.
4. We will answer questions from bidders and coordinate responses with the city.
5. We will attend the pre-bid meeting.
6. We will prepare addenda to the bid documents as necessary.
7. We will assist the city in opening bids and reviewing the bid results.

Construction Phase Services

1. We will assist the city in conducting a Pre-Construction conference, if requested.
2. We will furnish eight sets of final construction plans and contract documents manual to the contractor.
3. We will review shop drawings for general compliance with the design intent.
4. We will visit the site during construction to answer questions or resolve issues as needed.
5. We will prepare and process change orders as requested by the City.
6. We will prepare a final review of the construction.

SPECIAL SERVICES

Easement or Right-of-Way Documents

1. We will prepare a legal description and exhibit of areas to be acquired on each property as easements or right-of-way for the trail.
2. We will stake the easement corners on the ground if requested.

Geotechnical Services

We will prepare a geotechnical study to obtain information on soils in vicinity of the proposed construction.

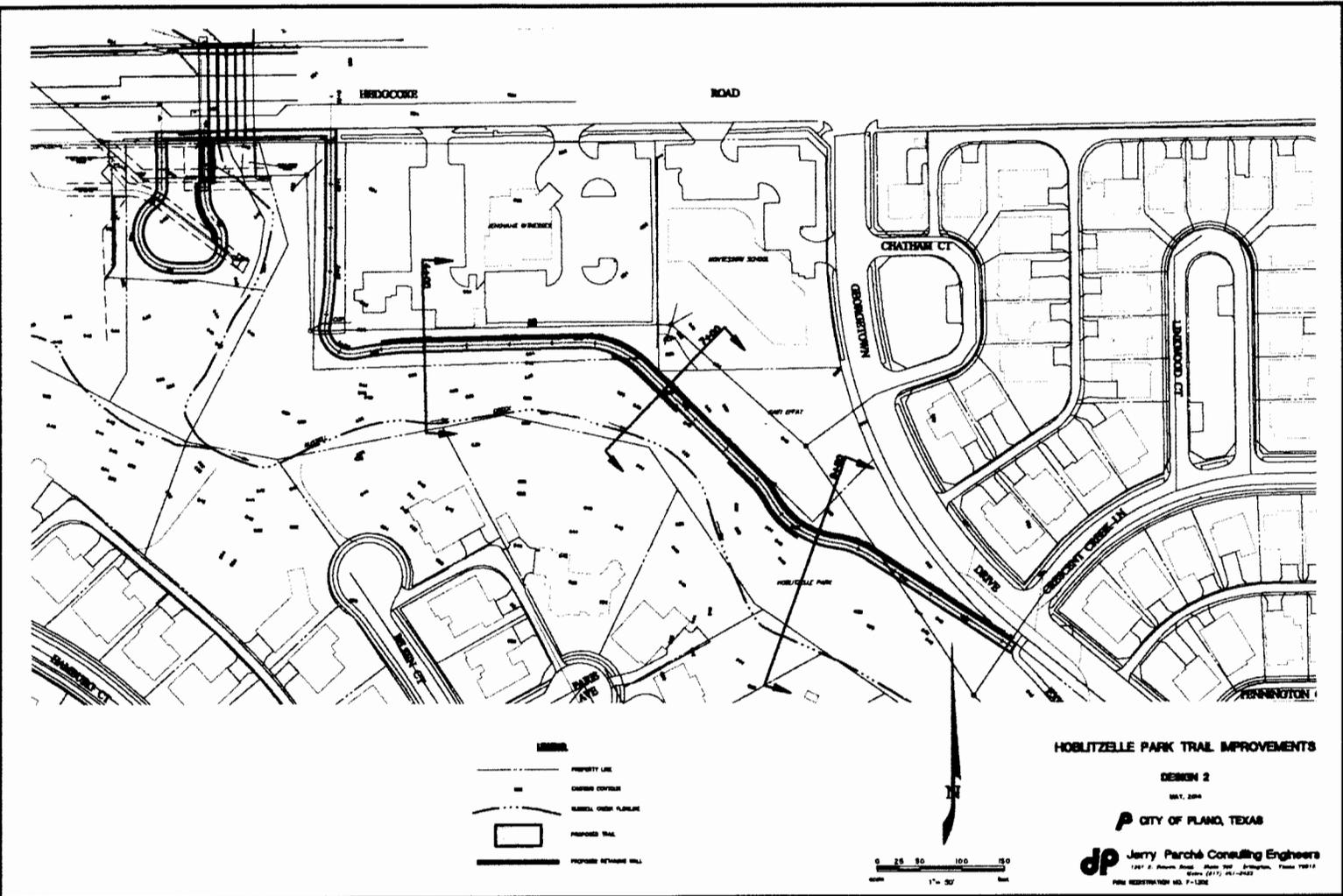
TDLR Review

We will submit plans to an independent contractor for TDLR compliance. Fees for this review are included in this proposal. We will prepare design revisions if required to comply with TDLR requirements.

ADDITIONAL SERVICES

The following items are excluded from this agreement, however, JPCE can provide these services under separate agreement on an hourly basis and/or agreed upon fee:

- A-1. Services to prepare a drainage map of Russell Creek watershed and a flood plain analysis to evaluate impacts of the proposed improvements.
- A-2. Services to evaluate jurisdictional areas and permitting options, prepare information for submittal to the Corps of engineers and other services for obtaining 404 permit authorization.
- A-3. Re-design and/or revising documents after receiving approval for a particular design or concept.
- A-4. Engineering for evaluation and design for contractor requested design revisions or for correction of construction errors and omissions.
- A-5. Payment of any fees not specified herein.
- A-6. Preparation of easements or metes and bounds descriptions and exhibits for releases, loan documentation, real estate sales transactions, or abandoning existing easements.
- A-7. Surveying for construction.
- A-8. Coordination or assistance with private or public gas, electric power, cable TV or telephone utility companies to extend or relocate existing facilities, except as specifically noted under Special Services.
- A-9. Coordination with any party other than the City of Plano, utility companies, and the contractor.
- A-10. Assistance as a consultant or expert witness in any discussions or litigation with third parties arising from the PROJECT.
- A-11. Any other services on the PROJECT which are required or requested which are not specifically included in the BASIC ENGINEERING SERVICES.



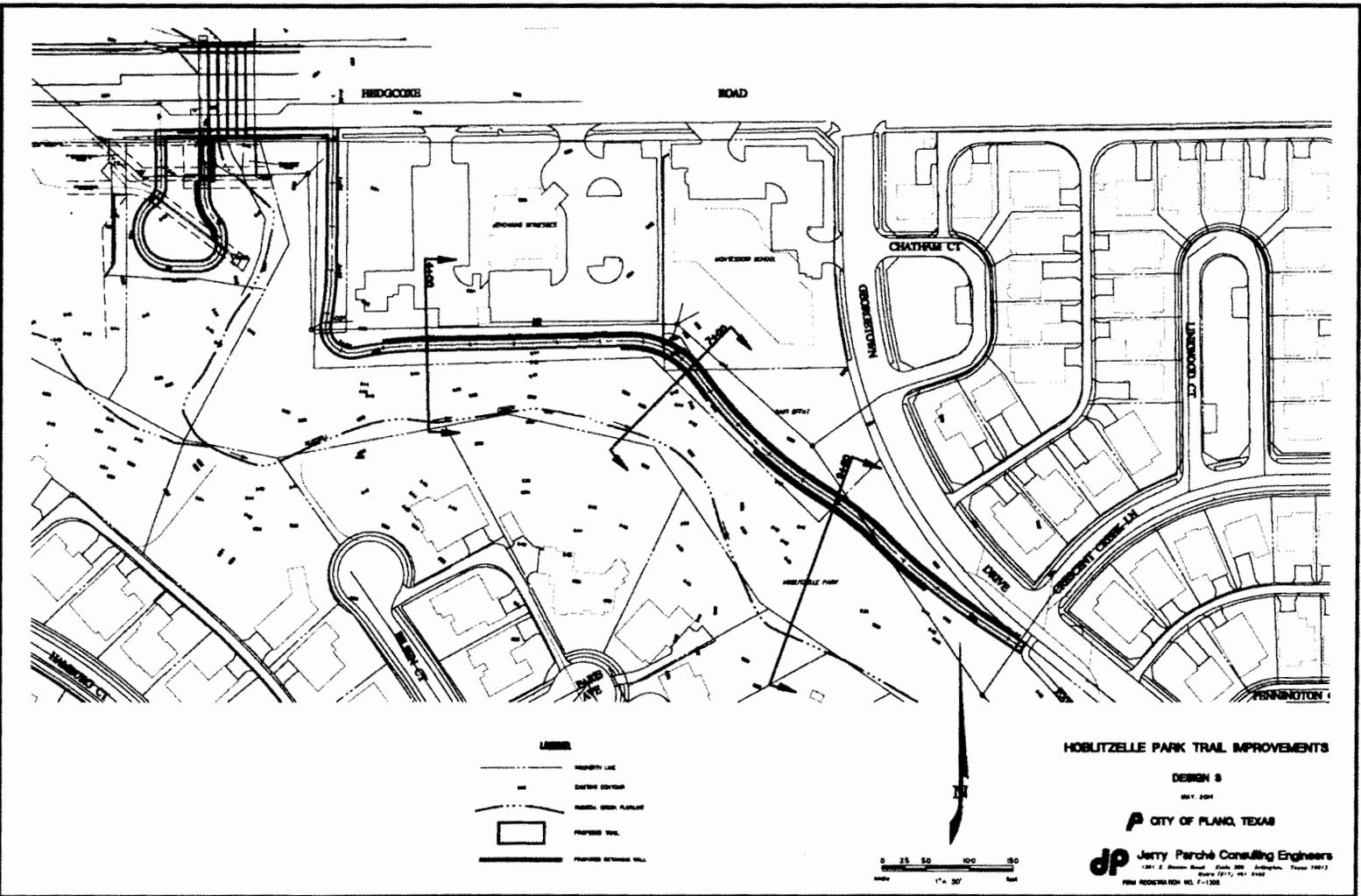


EXHIBIT B
COMPLETION SCHEDULE
Hoblitzelle Park Trail at Hedgecoxe Road

SCHEDULE

Plans and specifications will be submitted according to the following schedule for completion, for review by the City prior to submittal of final documents. These will be submitted to the City of Plano Trail System Planner.

Percentage of Completion	Date of Submittal	No. Plan Sets
Survey and Concept Study	8 weeks	3
50% Plans(Schematic) and Estimate	8 weeks	3
90% Plans w/Specifications and Estimate	6 weeks	3
100% Plans, Specifications and Estimate	4 weeks	5

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.

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 Basic Services and 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 of plan and specification sets in addition to bid sets specified (e.g., interim review sets (quantity undetermined), etc.)
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.)

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 | \$500,000 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

CR 223
6/25/14

DATE (MM/DD/YYYY)
6/25/2014

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: Brian R Hadar	
	PHONE (A/C, No. Ext): (214) 503-1212	FAX (A/C, No.):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Catlin Insurance Company <i>A</i>		19518
INSURER B: Travelers Lloyds Ins. Company <i>A++</i>		41262
INSURER C: Travelers Indemnity Co. of Am. <i>A++</i>		25666
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
 Jerry Parche Consulting Engineers
 1301 S. Bowen Road, #300
 Arlington TX 76013

COVERAGES **CERTIFICATE NUMBER:** Cert ID 24255 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY						
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	PACP3899M404	7/14/2013	7/14/2014	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Contractual Liab. <input checked="" type="checkbox"/> Ind't Contractors						MED EXP (Any one person) \$ 10,000
	GENL AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY						PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO						
	<input type="checkbox"/> ALL OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> HIRED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	EXCESS LIAB						\$
	<input type="checkbox"/> CLAIMS-MADE						\$
	DED						
	RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	UB0063T478	7/14/2013	7/14/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Professional Liability	N	Y	AED-207204-0315	3/1/2014	3/1/2015	E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Per Claim \$ 1,000,000
							Annual Aggregate \$ 3,000,000

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 policy period and is subject to a deductible. City of Plano including its elected and appointed officials, agents, volunteers, and employees are shown as an additional insured on the general liability coverage as required by contract. A waiver of subrogation is shown in favor of the City of Plano on the workers compensation policy. The general liability coverage is on a primary basis. RE: 6039.1 - Hedgecoxe Undercrossing

CERTIFICATE HOLDER City of Plano P. O. Box 860358 Plano TX 75086	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Brian R. Hadar</i>

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Jerry Parché Consulting Engineers and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Jerry Parché 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."

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.

Jerry Parché Consulting Engineers
Name of Consultant

By: *Jerry Parché*
Signature

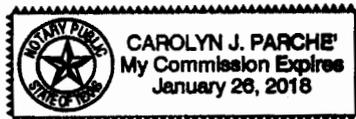
Jerry Parché
Print Name

Owner
Title

6/25/14
Date

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

SUBSCRIBED AND SWORN TO before me this 25 day of June, 2014.



Carolyn J. Parché
Notary Public, State of Texas