



**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:	10/22/12
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 Walter P. Moore and Associates, Inc. in the amount of \$62,540 for design services for the Hoblitzelle Park - Erosion Control project and authorizing the City Manager or his authorized designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2012-13	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	161,048	1,828,952	500,000	2,490,000
Encumbered/Expended Amount	-161,048	0	0	-161,048
This Item	0	-62,540	0	-62,540
BALANCE	0	1,766,412	500,000	2,266,412

FUND(S): MUNICIPAL DRAINAGE CIP

COMMENTS: Funds are included in the FY 2012-13 Municipal Drainage CIP. This item, in the amount of \$62,540, will leave a current year balance of \$1,766,412 for the Creek Erosion project.

STRATEGIC PLAN GOAL: Engineering services for the design of structural erosion control improvements at Hoblitzelle Park relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

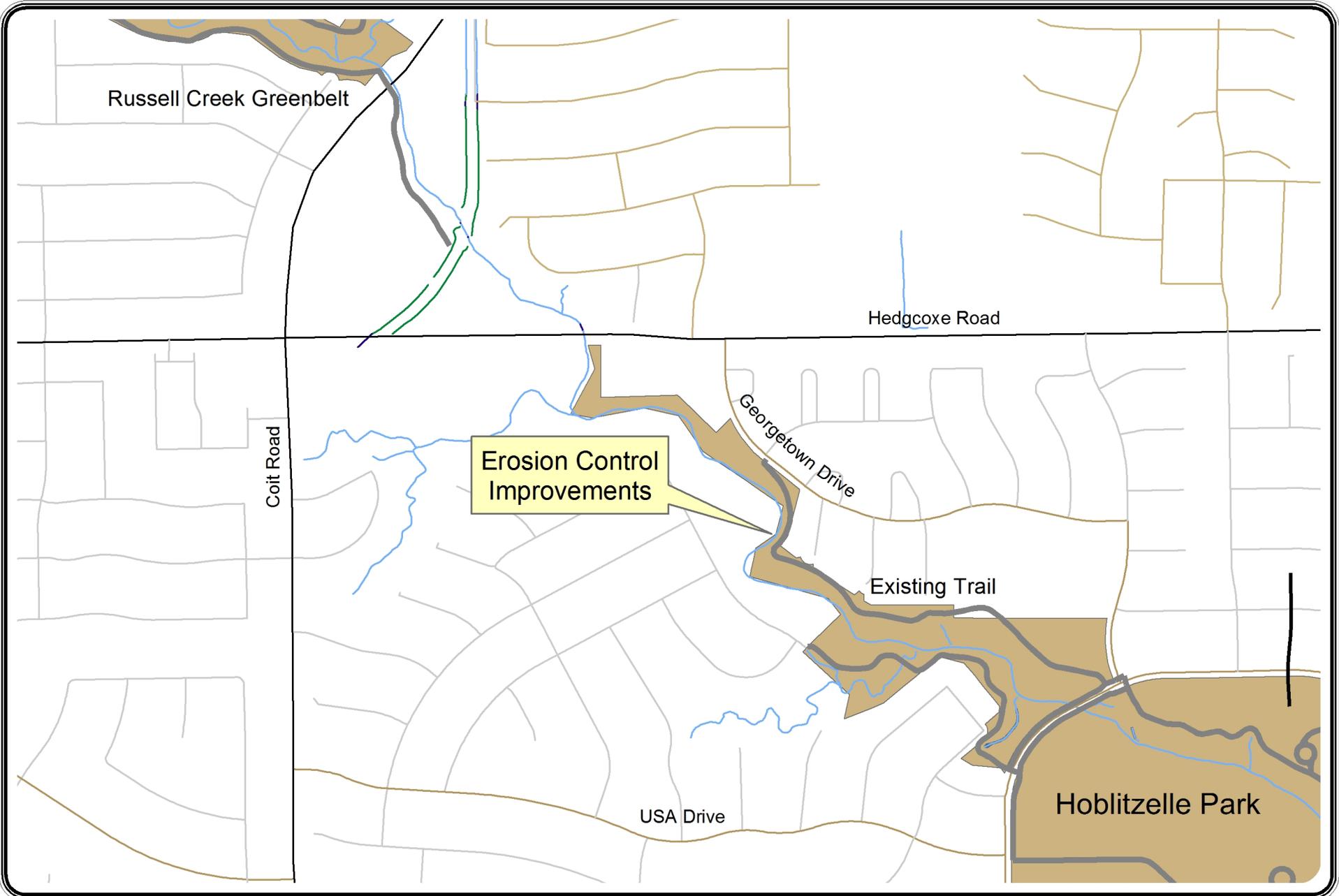
The natural erosion process along Russell Creek within Hoblitzelle Park is threatening an existing trail and the residential home lots that back to the trail. This project is for the design of structural erosion control improvements to protect the trail and to protect the residential lots from continued erosion.

Walter P. Moore and Associates, Inc. is on the 2012-13 list of qualified consultants for Engineering Services. The total contract fee is \$62,540 which includes basic services, reimbursables, surveying, and civil engineering. The total fee is 8.4% of the total estimated construction budget of \$740,000, including contingency. The fee is consistent with other park and engineering projects of this size and scope.



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



Hoblitzelle Park- Erosion Control



Parks & Recreation Department
Park Planning

HOBLITZELLE PARK – EROSION CONTROL

PROJECT NO. 6277

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 **WALTER P. MOORE AND ASSOCIATES, INC.**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **HOBLITZELLE PARK – EROSION CONTROL** 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
P.O. Box 860358
Plano, TX 75086-0358
Attn: Bill Dakin, ASLA

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

Walter P. Moore and Associates, Inc.
1845 Woodall Rodgers Freeway, #1650
Dallas, TX 75201
Attn: Ernest L. Fields, Principal

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.

**WALTER P. MOORE AND
ASSOCIATES, INC.**
A TEXAS Corporation

DATE: _____

BY: _____
Ernest L. Fields
PRINCIPAL

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2012, by **ERNEST L. FIELDS, PRINCIPAL**, of **WALTER P. MOORE AND ASSOCIATES, INC.**, a **TEXAS** corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2012, 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

Project Description

The project includes the following improvements in the vicinity of Hoblitzelle Park Trail near Georgetown Drive and Radford Circle. The site is currently experiencing severe erosion along the outside bend of the creek which is threatening the concrete trail, alley, and homes. The bank is approximately 25 feet tall and the repairs will encompass approximately 500 feet of stream bank.

PART I - PRELIMINARY ENGINEERING

A. Preliminary Investigation/Data Collection

1. Review Reports, utility plans and Data Collection including reviewing any available City of Plano reports on the erosion problems, meeting with City staff to refine project requirements, expectations, and schedule, and obtaining pertinent utility plans, street plans, plats, existing easement information, and other features within the project area.
2. Field Surveying for Design Phase
 - a. Establish a local control network and tie into the existing City of Plano control network on the site.
 - b. Provide construction control points to be used for construction (a minimum of two). Set horizontal and vertical control monuments, with coordinates tied to the Horizontal Control Plan.
 - c. Verify horizontal and vertical locations of existing city facilities on the sites.
 - d. When underground utilities are exposed at the City's request, tie to the local control network.
 - e. Obtain topographic information including cross-sections of the existing ground features as needed for design.
 - f. Locate all pertinent creek features for design including top of bank, existing walls and slabs, existing buildings, existing pavements, fences, trees 4" diameter and larger, and utility appurtenances such as water valves, fire hydrants, manholes, etc., (within construction area and staging area) on the sites.
 - g. Contact utility companies to locate and uncover utilities which conflict with the proposed project. Tie uncovered utilities to the local control network.
 - h. Provide a drawing of the project sites with 1' contours and all located features.

3. Environmental Services – prepare a pre-construction notification to the United States Army Corp of Engineers for approval for this work under the Nationwide Permit 13 – Streambank Stabilization.
4. Geotechnical Engineering:
 - a. Perform truck-mounted borings at the site with hand-borings as required to determine depths to rock. The engineer will take reasonable precautions to avoid damage to utilities and flatwork at the sites, but will only be responsible for damages at the sites caused by their negligent acts. Geotechnical boring contractor will be responsible for damage to parkland, improvements and private property owners.
 - b. Do the laboratory testing required for the design of the erosion control structure.

B. Preliminary Design

1. Prepare preliminary plans:
 - a. Determine options for protecting the streambank. Anchored gabion walls have been used often in the past in Plano, but other options will be explored by the design team for consideration by the City.
 - b. Establish preliminary horizontal and vertical alignment of repairs.
 - c. Prepare cross-sections of proposed erosion protection indicating the general orientation of the improvements with respect to the channel.
 - d. Establish design concepts for repair of areas of poor drainage and erosion.
 - e. Locate utility crossings, adjacent utilities, and other improvements within a limit of twenty feet beyond the proposed improvement at each site.
 - i. Contact franchise utility companies such as gas, telephone, cable TV, and electricity to obtain record information for horizontal and vertical data for their facilities. Identify which utilities must be protected or relocated.
 - ii. Tie locations of exposed utilities to the local control network. When underground utilities are uncovered, tie locations to the local control network.
 - f. Establish preliminary easement needs including permanent and temporary construction easements. Show all existing easements on the plans. If on parkland, no easements need to be obtained or shown.
 - g. Document and photograph current channel conditions and identify potential locations of construction access and staging.
2. Prepare a preliminary opinion of probable cost for the proposed solution. The purpose of the opinion is to confirm that the project is in general accordance with the construction budget. It is not a guarantee of the construction cost.

3. Submit to the City of Plano three (3) sets of preliminary plan drawings for each erosion control structure site listed above. Provide high resolution electronic file drawings simultaneously.
4. Meet with the City of Plano to review and discuss the preliminary plan drawings and engineering comments.
5. Distribute one set of preliminary drawings to local utility companies to obtain information regarding impacts to their facilities. Coordinate through the PM in Parks & Recreation.

PART II - FINAL ENGINEERING

A. Final Design

1. Finalize plan for proposed improvements.
2. Revise preliminary plans and incorporate comments from the City of Plano.
3. Incorporate comments from the utility companies. If necessary, coordinate with utility companies to locate and uncover utilities which conflict with the proposed erosion control structure. Tie the location of uncovered utilities to the local control network.
4. Incorporate standard details into the plans and prepare additional details as required.

B. Prepare final technical specifications for the erosion control structures.

C. Revise the quantity estimate and prepare a revised estimate of probable construction cost based on the final design of the project.

D. Prepare final easement exhibits for any new easements required. This will include field surveying to tie property corners, metes and bounds descriptions for each easement which will be sealed by a Registered Professional Land Surveyor.

E. Assist in preparing final bid documents. The City of Plano will prepare the boiler plate. The Engineer will provide the remainder of the project manual of construction documents. The following information to be supplied by the Engineer shall include:

1. One copy of the finalized technical specifications.
2. Project specific information for use with the City of Plano standard construction agreement form, including the notice to contractors, bid proposal and contract bid schedule forms.

3. One set of blueline or blackline prints of final drawings and one electronic set of final drawings for Purchasing.
- F.** Meet with homeowners and/or property owners at prospective construction access locations. Coordinate between owners and City regarding this access and the City's preparation of temporary access and construction easements, if required. Engineer will provide the Contractor and the City of Plano with site access information and agreement concepts.
- G.** Provide necessary Storm Water Pollution Prevention Concept Plans in accordance with the City of Plano requirements.
- H.** Furnish the City of Plano with the following final documents:
1. Three sets of bond prints of final drawings for approval by City. Provide Autocad drawings in release 2000, no xrefs, NAD83 north Texas zone. Drawing sheet name to be descriptive and identical to the electronic name.
- I.** Assist the City of Plano staff in distribution of documents for bids. Furnish additional sets of contract documents for bidding or as directed by the City of Plano.
1. Furnish additional sets of plans and bid documents for plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms. One set only, reimbursable expenses pay for one set. Contractor shall pay for additional drawing sets.
 2. The cost for information (plans and contract document) provided for the purpose of securing bids shall be recovered by the Engineer by a non-refundable deposit from Contractors. Maintain a list of plan holders.
- J.** Attend the bid opening and provide tabulation and analysis of the bids received and furnish recommendations on the award of the contract or the appropriate action to be taken by the City of Plano.
1. Evaluate the lowest and second lowest bidder. Bid evaluation will include the contractor's:
 - a. Past work history
 - b. Financial resources;
 - c. Physical resources to produce the project.
 2. Provide a summary of the bid analysis to the City for use in selection and award of the construction project. Answer questions of bidders and provide clarifications. Issue addenda requested by the City of Plano.

PART III - CONSTRUCTION ADMINISTRATION

- A.** Furnish 13 sets of final plans and seven (7) sets of the contract documents marked "**For Construction**".
- B.** Assist the City of Plano staff in conducting one pre-construction conference with the Contractor.
- C.** Assist the City of Plano in arranging for testing of materials and laboratory control during construction, which is to be conducted at the City's expense.
- D.** Perform two site visits to the site each month (maximum of 6 total visits) to observe the progress and the quality of work and to attempt to determine if the work is proceeding in accordance with the Contract Documents. If the Engineer is requested to visit the site more frequently, the requested visits shall be considered an Additional Service. In performing the services above, the Engineer will endeavor to protect the City of Plano against defects and deficiencies; however, it is understood that the Engineer does not guarantee the Contractor's performance, nor is the Engineer responsible for supervision of the Contractor's operation and employees. The Engineer shall not be responsible for the acts or omissions of any person at the Project sites or otherwise performing any of the work of the Project.
- E.** Review concrete mix design, samples, catalog data, shop drawings, laboratory tests, shop mill tests of material and test equipment and other submittal information to assure conformity with construction plans. Provide written responses to requests for information or clarification.
- F.** Attend coordination meetings with contractors, inspection personnel, and City representatives.
- G.** Interpret intent of the drawings and technical specifications for the City of Plano and the Contractor. Respond to contractor's verbal technical questions.

PART IV - ADDITIONAL SERVICES

Additional Services to be performed by Engineer, if authorized by the City of Plano, which are not included in the above-described basic services, are described as follows:

- A.** Performing hydraulic modeling of the stream for any reason;
- B.** Preparation of any easement or right-of-way documents;
- C.** Assisting City of Plano with public meetings or hearings to inform residents;
- D.** Since this project is in a city park adjacent to a city street, we assume there will be no need for easement or right-of-way acquisition for this project;
- E.** Performing title searches and examination of deed records;
- F.** Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications;
- G.** Providing full time site inspection during construction of the project;
- H.** Performing designs for trench safety and retaining walls, etc. which are not included in the above Scope of Services;
- I.** Revisions to plans as result of revisions after completion of original final design (unless to correct error on original plans);
- J.** Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including preparation of engineering data and reports for assistance to the City of Plano;
- K.** Assisting the City of Plano in claims disputes with the Contractor(s);
- L.** Assisting the City of Plano in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement;
- M.** Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance other than listed in the above Scope of Services, and other assistance required to address environmental issues;

- N. Any Corps of Engineers work including but not limited to wetlands delineation, meetings with the Corps of Engineers staff, wetlands mitigation, or any other work not listed in the Scope of Services; Engineer will provide documents in such detail that Corps of Engineers will not request meetings or wetland delineation or mitigation.
- O. Attending homeowners and/or Council meetings including preparation of all displays, reports, or other data for use at such meetings;
- P. Preparation of plans and/or specifications related to the relocation of utilities;
- Q. Fees for permits and advertising;
- R. Flood plain reclamation plans;
- S. Consulting services by others not included in proposal;
- T. Inspection and testing services during construction;
- U. Preparation and processing monthly or final construction pay estimates;
- V. Determination of a floodway; but shall provide on the drawings floodplain and floodway information available from the City of Plano.
- W. Preparation of a Request for Letter of Map Revision or Conditional Letter of Map Revision, or any work pertaining to it;
- X. Assisting the City with a final punch list of construction issues;
- Y. Preparation of record "As-Built" drawings have been removed from the scope of services at the City's request.

EXHIBIT "B"

SCHEDULE OF WORK

Task	Anticipated Duration (weeks)
1 Project Start-up	1
2 Topographic Surveying	3
3 Geotechnical Study	4
4 Submit Topographic Survey to City	0
5 Preliminary Design and Drafting (60%)	5
6 Submit to City	0
7 Meet with City	0
8 Incorporate City Comments	1
9 95% Design, Drafting, & Specifications	3
10 Submit 95% Design and Estimate to City	0
12 Meet with City	0
13 Incorporate City Comments	1
14 Final Design (100%), Drafting, & Specifications	2
16 Final Revisions - Bid Documents	1
17 Submit Final CD's to City	0

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

	Basic Services	Special Services
DRAINAGE IMPROVEMENTS AND EROSION REPAIRS		
Preliminary Engineering		
Project Management	\$4,400	
Preliminary Design	\$9,800	
Preliminary Drafting	\$7,600	
Final Engineering		
Project Management	\$4,000	
Final Design	\$5,600	
Final Drafting	\$12,840	
Construction		
Project Management	\$1,300	
Site Visits	\$1,400	
Special Services		
Geotechnical Study		\$4,500
Topographical Survey		\$3,700
Corps of Engineers - Preconstruction Notification		\$5,400
Reimbursables		\$2,000
	\$46,940	\$15,600

FEE SUMMARY (ALL SERVICES TO BE BILLED HOURLY)

	Basic Services	Special Services
PRELIMINARY ENGINEERING	\$21,800	
FINAL ENGINEERING	\$22,440	
CONSTRUCTION	\$2,700	
TOPOGRAPHIC SURVEYING		\$3,700
CORPS OF ENGINEERS - PCN		\$5,400
GEOTECHNICAL STUDY		\$4,500
REIMBURSABLES		\$2,000
SUBTOTAL NOT-TO-EXCEED FEE	\$46,940	\$15,600

TOTAL

\$62,540

Hourly Invoicing Rates - 2012
Infrastructure Engineering Services

<u>Category</u>	<u>Rate</u>
Senior Principal	\$240
Principal	\$200
Managing Director	\$175
Team Director	\$160
Senior Project Manager	\$160
Project Manager	\$130
Senior Engineer	\$130
Engineer	\$110
Graduate Engineer	\$95
Senior Designer	\$120
Designer	\$90
CADD Manager	\$100
Senior CADD Technician	\$95
CADD Technician	\$80
Engineering Intern	\$70
Senior Administrative Assistant	\$85
Administrative Assistant	\$60

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	<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

I, the undersigned declare that I am authorized to make this statement on behalf of Walter P. Moore and Associates, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Walter P. Moore and Associates, Inc. is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

“No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council.”

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Walter P. Moore and Associates, Inc.
Name of Consultant

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2012.

Notary Public, State of Texas