



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: | | 12/22/2015 | | |
| Department: | | Public Works/David Falls | | |
| Department Head | | Gerald P. Cosgrove | | |
| Agenda Coordinator (include phone #): | | | | Proj. No. 6684 |
| CAPTION | | | | |
| Approval of an Engineering Professional Services Agreement between the City of Plano and Pipeline Analysis, LLC in the amount of \$48,550 for CMOM Self-Audit and authorizing the City Manager or his designee to execute all necessary documents. | | | | |
| FINANCIAL SUMMARY | | | | |
| <input type="checkbox"/> NOT APPLICABLE <input checked="" type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP | | | | |
| FISCAL YEAR: 2015-16 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 0 | 125,400 | 0 | 125,400 |
| Encumbered/Expended Amount | 0 | 0 | 0 | 0 |
| This Item | 0 | -48,550 | 0 | -48,550 |
| BALANCE | 0 | 76,850 | 0 | 76,850 |
| FUND(S): WATER & SEWER FUND | | | | |
| <p>COMMENTS: This item approves price quotes for engineering professional services agreement for Public Works Administration related to the development of the Capacity, Management, Operations and Maintenance (CMOM) plan. The estimated amount to be spent in FY 2015-16 for this item is \$48,550.</p> <p>STRATEGIC PLAN GOAL: Contracts for professional service agreements relate to the City's Goal of Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>The Public Works Department recommends the award of this engineering contract to Pipeline Analysis, LLC in the amount of \$48,550. This contract will evaluate the City of Plano Sanitary Sewer system. It will look at Capacity, Management, Operations and Maintenance (CMOM). The City of Plano is working with the North Texas Municipal Water District and the 12 wastewater member cities to develop a model CMOM plan. This contract will develop a City of Plano specific plan.</p> <p>The CMOM audit is an evaluation of programs the City carries out to meet the wastewater needs of the public. Then a work plan is developed to address program deficiencies discovered by the audit review. Completion of the audit and resulting work plan will result in a more effective and efficient wastewater system.</p> | | | | |
| List of Supporting Documents: | | | Other Departments, Boards, Commissions or Agencies | |
| Contract | | | | |

CMOM SELF-AUDIT

PROJECT NO. 6684

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 **PIPELINE, ANALYSIS, LLC**, a **TEXAS** Limited Liability Company, 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 **CMOM SELF-AUDIT** project located in the City of Plano, Collin and Denton 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.

Engineer shall perform his or her professional engineering services with the professional skill and care ordinarily provided by competent engineers practicing in the same or similar locality and under the same or similar circumstances and professional

license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

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 SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND

ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ENGINEER, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ENGINEER AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ENGINEER'S LIABILITY.

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
Public Works Department
Attn: Gerald P. Cosgrove
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:

Pipeline Analysis, LLC
Attn: James H. Forbes, Jr.
1115 Main Street
Garland, TX 75040

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 or Denton 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.

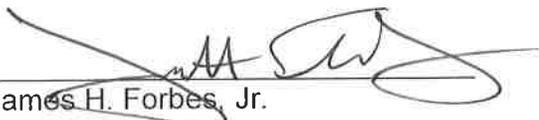
G. Authority to Sign:

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.

PIPELINE ANALYSIS, LLC
A Texas Company

DATE: 12-7-15

BY: 
James H. Forbes, Jr.
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

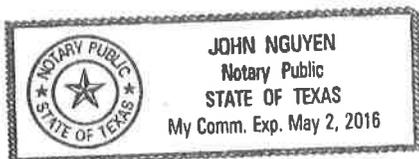
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 7th day of December, 2015, by **JAMES H. FORBES, JR.**, President, of Pipeline, Analysis, LLC, a Texas Limited Liability Company, on behalf of said company.





Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2_____, 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

BACKGROUND

The approach to the Capacity, Management, Operation and Maintenance (CMOM) Plan is organized around the City's objectives for this project:

- Anticipated EPA Requirements regarding CMOM Plan preparation
- Reduction in Sanitary Sewer Overflows
- Cost controls and Least Cost Alternatives
- Attainment of long-term Infiltration/Inflow solutions
- Collection System Capacity Assurance
- Regulatory compliance
- Sustainability of Program Elements
- Customer satisfaction

GENERAL INFORMATION

The CMOM Plan is a guidance document that provides a central location for current City practices, standard operating procedures, responsibilities and methods that will be used to update operating procedures and monitor the effectiveness of wastewater collection system programs.

OBJECTIVES

This project will address the following objectives:

- Prepare a CMOM Plan that follows the 2005 EPA CMOM Guidance Document and addresses the key elements that relate to the City of Plano wastewater collection system
- CMOM Plan will provide for sustainability and monitoring of various program elements
- CMOM Plan will be used to monitor the effectiveness of various CMOM elements on an annual basis and revise the CMOM when applicable

BASIC SERVICES

Objectives and Background

Under this solicitation, Pipeline Analysis, LLC (Consultant) will perform professional engineering services for the City of Plano. Specific assignments to be performed by the consultant under this solicitation include assistance to develop a Capacity,

Management, Operation, and Maintenance (CMOM) Plan. These services will consist of engineering analysis to address requirements of wastewater collection system inspection, evaluation, planning, information management, training, and reporting needed for asset management and regulatory compliance related to sanitary sewer overflows (SSOs), CMOM, and development of best management practices (BMP's) for collection system operation and maintenance (O&M). For purposes of this solicitation the wastewater collection system is considered to include gravity sewers, pump stations, force mains, and supporting services and facilities owned by the City of Plano.

The CMOM Plan is intended to provide a structured plan for collection system management in order to optimize system performance, provide sustainability and develop specific plans for capital improvement and maintenance activities needed to operate, manage, and maintain the collection system to minimize SSO's.

CMOM guidelines being forwarded by EPA require that wastewater utilities: 1) properly manage, operate and maintain all parts of the collection system; 2) provide adequate capacity to convey base and peak flows; 3) take all feasible steps to stop and mitigate the impact of SSOs; 4) provide notification to affected parties in the event of an overflow; and 5) document the CMOM program.

CMOM Project Description

Development of the CMOM Plan will utilize information compiled by the City of Plano to the fullest extent possible. The program will include two parts. The first is completion of a CMOM Self-audit of current management, operating, and maintenance programs of the wastewater collection system using the information provided by the City of Plano. The CMOM audit is not an infrastructure or engineering assessment but rather an evaluation of programs the City carries out regularly to meet the needs of the public. The second is development of a work plan to address program deficiencies discovered by the audit review. The consultant will be expected to perform the audit, facilitate the development of a written plan to address deficiencies, and report on the findings.

The consultant will lead the effort and assist the City through the audit process by identifying the steps needed to successfully complete the audit, identifying and assisting with data collection, helping establish performance measures for each of its operating functions, verifying data, and preparing an audit report and summary of results and recommendations. If deficiencies are discovered in the audit, as a second task the consultant will facilitate the development of a plan to address these deficiencies. The consultant will arrange and conduct meetings of City staff to formulate the plan. This plan is likely to include several aspects of information technology relating to documenting, reporting and sustaining the multiple CMOM operating programs to the satisfaction of regulatory agencies.

The City currently has a number of successful support programs that may need to be integrated into the overall framework of the CMOM Plan. The following program activities have been identified as having functions needed on an on-going basis as part of the program:

- Geographic Information System (GIS) - Provides an inventory of installed piping, pipe size, and material.
- Computerized Management and Maintenance System (CMMS) - used for generation of CMOM reports and tracking documents, spare part inventories, maintenance schedules, and training records to the extent possible.
- Hydraulic Modeling - Verification of hydraulic capacity of the system.
- Planning efforts
- O&M Manuals - Review existing O&M Manuals to facilitate repairs and maintenance of equipment.
- Record Drawings and Specifications
- Computer Aided Drafting and Design (CADD) files of plans.
- Condition Assessment status including Closed-Circuit Television (CCTV) Inspections
- Supervisory Control and Data Acquisition (SCADA) - SCADA information may be used to identify pump station capacity and maintenance problems and direct preventative maintenance operations.
- Hot spot cleaning program and system-wide cleaning program
- SSO Reporting
- Budgeting and Accounting –Review system used for tracking of capital and O&M expenditures and costs.
- Property Accounting - Verification of total value of assets and remaining service life.
- Sanitary Sewer Evaluation Survey (SSES)
- Customer Information System (CIS)
- FOG Program documentation
- Overflow Response Plan documentation
- Applicable Standard Operating Procedures

Project Elements

The project is anticipated to include the following specific tasks or elements that will be undertaken:

1.1. Prepare CMOM Self-Audit

The consultant shall, with assistance from City staff, facilitate and complete a CMOM Self-Audit using the USEPA's Region IV CMOM Self-Audit/Self-Disclosure program, components of the USEPA SSO draft rule (including CMOM and Asset Management (AM) business practices) and the EPA 2005 CMOM Guidance Document. Development of the City's CMOM will involve participation of various departments within the City. Key individuals within the City will be identified to participate in the CMOM development.

CMOM Framework Development - The consultant shall describe interactions with the City required to develop the CMOM framework incorporating asset management business practices where appropriate. Documentation of O&M Practices - Inspect, inventory, evaluate, and document the City's existing management, operations, and maintenance programs. Develop programs to assess the effectiveness of the City's management, operation, and maintenance of the wastewater collection system by benchmarking best work practices in the collection system and establishing performance criteria. Best work practices benchmarking will identify operational improvements in order to increase efficiency and savings, protect public health and safety, and provide rapid response to the most urgent needs. Review of current procedures for operating pump stations.

1.2. Gap Closure Plan

The consultant shall prioritize activities needed to address any deficiencies revealed in the Self-Audit and develop a Gap Closure Plan(s) in coordination with City staff and project goals. These activities may include:

- Gap Analysis Report - Determine Gaps in City programs for CMOM when compared with USEPA CMOM guidance documents. A detailed description of the gaps for each program element shall be developed and presented in the CMOM Report.
- Gap Closure Strategies - Develop strategies for addressing gaps. The report will include recommended Gap Closure Projects including resources, estimates and schedule for implementing each.
- Implementation Plan for Gap Closure - Develop an implementation plan(s) for gap closure projects including resources, budget, and schedule for implementation, if required.
- Condition Assessment Evaluation - A review and recommendation for the condition assessment program for sewer system evaluation, inspection, and rehabilitation will be evaluated. The assessments will include tracking of SSO's, infiltration and inflow (I/I) assessments, CCTV assessments, smoke testing, dye testing, capacity assessments, structural assessments, and other programs needed to assess the condition and identify defects within the existing collection system.
- Hydraulic Review – To establish capacity assurance a review of the hydraulic modeling effort will be summarized to fulfill this CMOM requirement.
- O&M Program Review including hot spot cleaning efforts and methods.
- Critical Parts Inventory - Review program to identify critical parts needed for system operation and maintenance of an adequate spare parts inventory.

- Training Review- Collection System Staff training program review. Review programs to train City staff on proper system inspection, O&M procedures, and use of supporting software, record keeping, and compliance reporting.
- BMP and SSO Abatement Programs - Develop Best Management Practices (BMP) and SSO Abatement reviews. Includes documenting of current pump station flow balancing practices and other historical BMPs such as cleaning, de-rooting, televising, code enforcement, and trenchless rehabilitation, and development of recommended rerouting and control alternatives.
- Overflow Response Plan - Review the City's current Overflow Response /Lift Station power failure Response Plan and recommend improved procedures if applicable. Prepare written plan to be incorporated into CMOM.
- Fat, Oil and Grease (FOG) Plan – Review existing FOG program and prepare written plan to be incorporated into CMOM.
- Ordinance Review - Review sewer use ordinances, grease ordinance, pre-treatment program or other legal documents needed to address pretreatment standards and to address proper installation, testing, and inspection of new and rehabilitated sewer systems.
- Compliance and Reporting Review including performance indicators to track CMOM effectiveness

1.3. Draft/Final CMOM Plan Report

Consultant will prepare one (1) hard copy and one (1) reproducible electronic copy of the Draft CMOM Plan. Review comments will be incorporated into the Final Report and five (5) copies submitted to the City along with five (5) reproducible electronic copies on DVD attached to each report. The final report will address the following major areas:

- TCEQ/EPA Reporting
- Engineering Design
- Satellite Communities
- Sewer Use Ordinances
- Organizational Structure
- Internal Communications
- Budgeting
- Training
- Safety
- Customer Service
- Equipment and Collection System Maintenance
- Equipment Parts Inventory
- Management Information System
- System Mapping
- Internal CCTV Inspection

- Sewer Cleaning
- Manhole Inspection and Assessment
- Pump Stations
- Capacity Assessment
- Tracking SSOs
- Overflow Emergency Response Plan and Lift Station Power Outage Response Plan
- FOG Plan
- Hydrogen Sulfide Monitoring & Control

CITY'S RESPONSIBILITIES

So as not to delay the services of ENGINEER, the CLIENT will provide the following in a timely manner. Engineer will schedule a site visit to gather available information for inclusion in the CMOM Self-audit report.

Provide Existing Data – The City of Plano will provide to ENGINEER after an initial meeting to detail the requests, at no cost applicable reports and data including, but not limited to the following (if applicable):

1. Provide access to key City staff as necessary for interviews
2. Population trend for past 10 years
3. Annual flow trend for past 10 years
4. Collection system asset summary (number of manholes, mainline sewer, force main, lift stations, etc.)
5. Customer complaints by category (for last 5 years)
6. Number of Stoppages on public system (for last 5 years)
7. Number of stoppages on private system (for last 5 years)
8. Collection System Maintenance Equipment inventory
9. SSO historical database spreadsheet including cause (i.e., rainfall, grease, roots, obstruction, collapse, privately owned or municipal)
10. SSO reports to TCEQ and EPA if applicable
11. Feet of sewer cleaned per year
12. Feet of sewer CCTV'd per year
13. Manholes inspected per year
14. Lift station condition reports
15. ARV inspection frequency and condition reports
16. Repairs by City crews to system (Point repairs, linear feet replaced, manholes)
17. Repairs by outsourced contractor(s) (Point repairs, linear feet replaced, rehabilitation, manholes, lift stations, force main)
18. Average response time to SSO or customer complaint
19. List of current CIP Projects

20. List of CIP 5 year plan
21. SSO Response Plan (if available)
22. FOG program status and inspection summary
23. FOG Manual (if available)
24. Lift Station Summary of Maintenance
25. Current Organizational Chart and detailed staffing job descriptions
26. Equipment inventory summary
27. Safety manual (if available)
28. Training and safety completed in 2014 including CEU's by employee
29. Access to overflow records, hydraulic model reports, maintenance records, etc.

Existing data delivered to the ENGINEER by the CLIENT remains the property of the CLIENT and must be returned to the CLIENT after completion of the PROJECT.

EXHIBIT "B"

SCHEDULE OF WORK

The Engineer's services shall be performed in a timely manner consistent with sound professional practices.

The time limits set forth in the schedule shall include allowances for reasonable and expected review time by the CITY and approval by authorities having jurisdiction over the PROJECT, and shall not be allowed as cause for delay or adjustments to the schedule. Delays in the design critical path caused by review times by the CITY or a permitting agency exceeding those anticipated by the Engineer's schedule are cause for adjustments in the schedule. Any adjustments made to the agreed upon schedule shall be made in writing and acceptable to both parties.

The Engineer shall begin work within 10 days of receipt of the executed CONTRACT and written Notice to Proceed. The Engineer will complete the work according to the following schedule:

CMOM Plan Schedule

The entire project will be completed within 120 days of the notice to proceed. The City of Plano will provide a location for the CMOM Engineer to meet and will provide access to various staff for interviews and follow-up discussions. Engineer will schedule interviews with staff, as needed, to minimize the impact on daily operations.

| <u>ACTIVITY</u> | <u>Start/End Day</u> |
|---|----------------------|
| Anticipated Notice To Proceed | 1 |
| Task 1 - Preliminary Phase | 1/14 |
| Task 2 - CMOM Interviews/Analysis | 15/45 |
| Task 3 – CMOM Plan Pre-submittal Report | 46/90 |
| Task 4 - CMOM Plan Final Submittal Report | 90-120 |

EXHIBIT "C"

COMPENSATION AND METHOD OF PAYMENT

The City shall compensate the Engineer for services performed for the City under this Contract. The total cost to perform the work outlined in this scope of services will be a lump sum not to exceed \$48,550. Monthly billings will be prepared based on the percentage of project completion.

EXHIBIT "D"

ENGINEERING

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Engineer (hereinafter called "Engineer") shall not start work under this contract until the Engineer has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Engineer will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Engineer shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Engineer agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Engineer fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Engineer, and the Engineer shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Engineer. Engineer may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

| <u>Coverages Required</u> | <u>Limits (Figures Denote Minimums)</u> |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability | Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease |
| <input type="checkbox"/> 2. For Future Use | |
| <input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program | \$150,000 medical, safety program |
| <input checked="" type="checkbox"/> 4. General Liability | Complete entry No. 26 Minimum \$500,000 each occurrence \$1,000,000 general aggregate |
| <input checked="" type="checkbox"/> 5. General aggregate applies per project (CGL) | |
| <input checked="" type="checkbox"/> 6. Premises/Operations | (Items No. 3-10 & 12 require) |
| <input checked="" type="checkbox"/> 7. Independent Contractors | <u>\$500,000</u> combined single limit for bodily injury and property damage |
| <input type="checkbox"/> 8. Products | damage each occurrence with |
| <input type="checkbox"/> 9. Completed Operations | \$1,000,000 general aggregate that applies to project under contract |
| <input checked="" type="checkbox"/> 10. Contractual Liability | |
| <input checked="" type="checkbox"/> 11. Personal Injury Liability | \$500,000 each offense & aggregate |
| <input type="checkbox"/> 12. XCU Coverages | |
| <input checked="" type="checkbox"/> 13. Automobile Liability | \$500,000 Bodily Injury & Property |
| <input checked="" type="checkbox"/> 14. Owned, Hired & Non-owned | Damage each accident |
| <input type="checkbox"/> 15. Motor Carrier Act Endorsement | |
| <input checked="" type="checkbox"/> 16. Professional Liability | \$1,000,000 each claim \$2,000,000 aggregate |
| <input type="checkbox"/> 17. Garage Liability | \$ _____ BI & PD each occurrence |

EXHIBIT "E"

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

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of Pipeline Analysis LLC, a Limited Liability Company organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Pipeline Analysis LLC is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

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

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

B. Equal Rights Compliance

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

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

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

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

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

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

A religious organization.

A political organization.

An educational institution.

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

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

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

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

[THIS SPACE INTENTIONALLY LEFT BLANK]

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

Company Name Pipeline Analysis LLC

By:

[Signature]
Signature

James H. Forbes Jr
Print Name

President
Title

12-7-15
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 7th day of December, 2015

[Signature]
Notary Public, State of Texas

