

**I AVENUE – 14<sup>TH</sup> STREET TO 15<sup>TH</sup> STREET**

**PROJECT NO. 6820**

**ENGINEERING  
PROFESSIONAL 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 **HUITT-ZOLLARS, 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 **I AVENUE – 14<sup>TH</sup> STREET TO 15<sup>TH</sup> STREET** 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.

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  
Attn: Tim Bennett, P.E.  
Engineering Department, Suite 250  
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:

Huitt-Zollars, Inc.  
Attn: Kenneth Roberts, P.E., Vice President  
1717 McKinney Avenue, Suite 1400  
Dallas, TX 75202-1236

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.

**HUITT-ZOLLARS, INC.**  
A Texas Corporation

DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Robert J. McDermott, P.E.  
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 \_\_\_\_\_ day of \_\_\_\_\_, 2017, by **ROBERT J. MCDERMOTT, P.E., PRESIDENT**, of **HUITT-ZOLLARS, 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 \_\_\_\_\_, 2017, 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**

#### **I AVENUE – 14<sup>th</sup> STREET TO 15<sup>TH</sup> STREET PROJECT NO. 6820**

#### **PROJECT DESCRIPTION:**

This project includes design and construction related professional engineering services for:

I Avenue from 14<sup>th</sup> Street to 15<sup>th</sup> Street - Install new 8" waterline. Replace street paving. Replace sidewalk, driveways and barrier free ramp paving on the west side of the road; the sidewalk & driveways on the east side are to remain. Replace approx. 150 feet of 8" sewer at the north end of I Avenue.

#### **BASIC SERVICES:**

##### **Design Standards -**

1. This project shall be designed in accordance with the following:
  - Geodetic Monumentation Manual
  - Manual for Right-of-Way Management
  - Storm Drainage Design Manual
  - Stream Bank Stabilization Manual
  - Erosion & Sediment Control Manual
  - Thorough Fare Standards Rules & Regulations
  - Manual for the Design of Water & Sanitary Sewer Lines
  - Standard Construction Details
  - Barrier Free Ramp Details
  - NCTCOG Standard Specifications for Public Works Construction
  - Special Provisions to Standard Specifications for Public Works Construction
  - Sample Plan Set
  
2. All plans submitted to the City shall be signed and sealed in accordance with state law.

## **A. Topographic Survey –**

1. Establish a horizontal and vertical control network and project control baseline for the project areas. The network and baseline are to be tied into the existing City of Plano control network.
2. Establish horizontal and vertical project control monumentation.
3. Tie right-of-way lines and corners, property lines and corners, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Locate existing franchise utilities through dig-test, survey identification and plan research and reference by utility name (i.e. Oncor Elec., Verizon Telephone, Atmos Gas, Time Warner Cable, Etc.). Tie all existing franchise utility hand holes and ground boxes. Indicate the name labeled on same.
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), water line valves and all other visible improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') intervals, and at all existing driveway, alley and lead sidewalk locations relative to the project baseline. Each cross-section shall include an elevation at the existing top of curbs, existing ROW lines and extend 10' beyond the existing ROW.
6. Identify the street address of all adjacent properties to the proposed construction and show on drawings.

## **B. Research and Data Collection –**

1. Meet with City of Plano engineering staff and obtain design criteria, pertinent utility plans, street plans, plats and right-of-way maps, existing easement information, and other information available for the project area.
2. Meet with the City of Plano project manager and conduct an on-site review and walk through.
3. Review and field verify, as much as possible, visible surface features and GIS related data
4. Utility Coordination throughout duration of project. Contact franchise utility companies in project area and obtain information to accurately show existing utilities in plans

### C. Preliminary Design (60%) –

1. Prepare preliminary construction plans (Sheet size 22" x 34"). Prepare the following sheets at the engineering scale indicated:
  - Cover sheet.
  - Project layout control sheets. Scale 1"= 100'.
  - General Notes
  - Quantity sheet (by individual location and sheet by sheet).
  - Typical sections and detail sheets.
  - Demolition sheets
  - Plan sheets for water improvements (scale 1"=20' horizontal and 1"=5' vertical). No profiles required except for points where the proposed water line is anticipated to conflict with other underground utility lines. Sheets should show: all existing utilities; property addresses, property owners, with individual lot property lines; easements; public ROW lines; horizontal alignment of existing and proposed City pipelines; plan view of existing and proposed waterlines; sidewalks, driveways, barrier free ramps.
  - Sewer plan and profile sheets (scale 1"=20' horizontal and 1"=5' vertical). Sheets should show: all existing utilities, easements; public ROW lines; horizontal alignment of existing and proposed City pipelines; show any utility crossings in profile.
  - Paving plan and profile sheets (scale 1"=20' horizontal and 1"=5' vertical). Show the existing curb profile. Sheets should show: all existing utilities, property addresses, property owners, with individual lot property lines; easements; public ROW lines; horizontal alignment of existing and proposed City pipelines; plan view of existing and proposed waterlines; sidewalks, driveways, barrier free ramps. Provide a proposed top of curb grade based on grades set using the cross-sections.
  - Paving cross-section sheets. Show the cross-sections described above 1"=10' horizontal 1"=2' vertical. Show paving stations for each cross-section at an accuracy of +-1'. Proposed grades will provide for a minimum longitudinal slope of streets, driveways and lead walks of 0.5%, 1% desirable. Cross slope for the sidewalk section on the driveway is 2% Max. Maximum driveway slope is 12%, 6% desirable.
  - Erosion control plan sheets 1"=100'
    - Applicable Plano Standard Erosion Control Details
    - Plano Standard Shared SWPPP Sheet
2. Prepare preliminary engineer's estimate of probable cost and develop engineer's estimate of construction quantities.

3. Submit three (3) sets of preliminary plans.

#### **D. Pre-Final Design (90%) –**

1. Prepare pre-final construction plans (Sheet size 22" x 34"). Prepare the following sheets at the engineering scale indicated:
  - Revise preliminary plans incorporating comments from the City of Plano. Return City markup sets with every review.
  - Paving Grading sheets. Show grading plan at specific cross-street, alley, or driveway connections that are not typical for the project.
  - Signing and Striping sheets (scale 1"=20'). Show all signing and striping for the entire project area for proposed configuration.
  - Paving, drainage, water, and sewer detail sheets. Show any special/non-typical details needed for paving, drainage, sewer or water plans
2. Prepare outline of any special technical specifications needed for the project (if any).
3. Prepare an estimate of construction quantities and develop the pre-final statement of probable construction cost.
4. Submit 3 sets of preliminary plans, outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
5. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
6. Traffic control and construction phasing plans 1"=50'. Provide access to the existing business driveways during all phases of construction.
7. Prepare exhibits for and attend a Public Meeting arranged by the City.

#### **E. Final Design (100%) –**

1. Revise pre-final plans incorporating comments from the City of Plano. Return City markup sets with every review.
2. Incorporate comments from the utility companies.
3. Finalize construction plans for proposed improvements.
4. Finalize special technical specifications and special conditions (if any).
5. Incorporate applicable standard details requested by the City into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit two (2) half size sets of final plans, special technical specifications, draft bid schedule, bid item descriptions and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.

## **F. Bid Phase Services –**

1. Provide a bid schedule (excel) and bid item descriptions (word). The City will prepare the Bid Proposal Book
2. Submit one pdf containing all the plan sheets and a folder containing pdfs of each individual sheet to the project manager. The City will post the bid documents to bidsync.com
3. Assist City by responding to bidder's questions and interpreting bid documents.
4. Prepare and provide the City with addenda to bid documents as necessary.
5. Provide bid tabulation (Excel) to the City of Plano within four working days of the bid opening.
6. Evaluate the low and second low bidders. The review and evaluation will include such factors as work previously completed, equipment that is available for the work, publicly available financial resources, technical experience, and responses from references. Prepare a letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid opening.
7. Attend a pre-construction conference and a Public Meeting arranged by the City
8. Provide eight full size and 10 half size sets of final construction plans to the City for construction. Conformed drawings will also be provided in electronic format.

## **G. Construction Phase Services**

1. Set vertical and horizontal control stakes for construction at 500' intervals, or a minimum of one at each end of the project.
2. Review contractor's construction material submittals to confirm conformance to Plano Standards.
3. Prepare plan and quantity revisions as required for change orders. The City of Plano will prepare the actual change order and have it executed by the contractor.
4. Prepare construction "Record Drawings" based upon mark-ups and information provided by the construction contractor(s). Submit one blackline set to the City and a CD-ROM disk containing scanned images of the 22" x 34" final "as constructed" blackline drawings (with "record drawing stamps" bearing the signature of the Engineer and the date). The drawings shall be scanned 1 to 1 as Group 4 TIF files at a minimum resolution of 200 dots per inch and a maximum resolution of 400 dots per inch. The TIF files shall be legible and shall include any post processing that may be required to enhance image quality (e.g., de-

speckling, de-shading, de-skewing, etc.). Each file shall be named in numeric order.

## **SPECIAL SERVICES:**

### **A. Site Visits –**

Project engineer to visit the project site, not to exceed 3 visits.

### **B. Easement Surveying –**

1. Prepare a preliminary list of right-of-way parcels and easements necessary to construct the project (if any). Submit to the City of Plano as soon as possible and prior to the preliminary plan submittal.
2. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.
3. Prepare metes and bounds descriptions, including survey drawings on 8-1/2" x 11" exhibits for 3 easements on a per easement basis.

### **C. Level "A" SUE Test Holes –**

Provide 3 test holes to a depth not to exceed 8'.

### **D. Exclusions –**

*The intent of the scope is to include only the services specifically listed above and no others. Services specifically excluded from this Scope of Services include, but are not necessarily limited to the following:*

- *Drainage Area Map, Calculations, and Storm Sewer Plan & Profile Sheets.*
- *Title searches.*
- *Fees for permits and advertising.*
- *Traffic counts, engineering reports or studies.*
- *HEC-1 or HEC-2 Floodplain modeling.*
- *Floodplain reclamation plans.*
- *Full time inspection.*
- *Designs for trench safety.*

- *Structures, retaining walls, etc., not included in this Scope of Services.*
- *Revisions to the plans as a result of changes made after completion of original final design (unless to correct error on plans).*
- *Drawing of City of Plano Standard Details for inclusion in the construction plans.*
- *Consulting services by others not included in proposal.*
- *Quality control and materials testing services during construction.*
- *Prints furnished after acceptance of the required sets for construction in accordance with this Agreement.*
- *Geotechnical investigations for design.*
- *Monthly coordination meetings with contractors, inspection personnel and City representatives.*
- *Prepare to serve or serve as an expert witness on behalf of the City in connection with any public hearings or legal proceedings.*
- *Review monthly requests for payment from the contractor and prepare a recommendation for action by the City of Plano.*
- *Review the contractor's monthly progress reports and provide review comments to the City of Plano.*

**End of Exhibit 'A'**

**Exhibit "B"**

**COMPLETION SCHEDULE**

**I AVENUE – 14<sup>th</sup> STREET TO 15<sup>TH</sup> STREET  
PROJECT NO. 6820**

<b>ACTIVITY</b>	<b>COMPLETION TIME (Calendar Days)</b>
Topographic Survey	28
ROW & Easement Requirements	14
Research & Data Collection	14
Preliminary Design (60%)	60
Pre-Final Design (90%)	30
Final Design (100%)	14
Bid Phase Services	60
Construction Phase Services	180
Easement Surveying (3 Parcels)	21
Level "A" SUE (3 Test Holes)	21
 Total calendar days to complete the consultant's work on the project -not including review time by the City of Plano. Some tasks are running concurrently.	 <b>442</b>



**Exhibit "C"**

**PAYMENT SCHEDULE**

**I AVENUE – 14<sup>TH</sup> STREET TO 15<sup>TH</sup> STREET  
PROJECT NO. 6820**

<b><u>WORK STAGE SUBMITTAL OR COMPLETION</u></b>	<b><u>TOTAL</u></b>
<b>Basic Services</b>	
A. Topographic Survey	\$ 10,535
B. Research & Data Collection	\$ 2,680
C. Preliminary Design (60%)	\$ 28,200
D. Pre-Final Design (90%)	\$ 15,040
E. Final Design (100%)	\$ 5,680
F. Bid Phase Services	\$ 2,465
G. Construction Phase Services	\$ 4,725
<b>Total Basic Services Fee</b>	<b>\$ 69,325</b>
<b>Special Services</b>	
A. Site Visits (3 Max.)	\$ 1,440
B1&2. ROW & Easement Requirements	\$ 1,675
B3. Easement Surveying (3 Parcels)	\$ 4,500
C. Level "A" SUE (3 Test Holes)	\$ 6,801
<b>Total Special Services Fee</b>	<b>\$ 14,416</b>
<b>TOTAL PROJECT FEE</b>	<b>\$ 83,741</b>

**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 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 **Huitt-Zollars, Inc.**, a corporation 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 **Huitt-Zollars, 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."

#### **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.

**HUITT-ZOLLARS, INC.** \_\_\_\_\_

By: \_\_\_\_\_  
Signature

Robert J. McDermott, P.E.  
Print Name

President  
Title

\_\_\_\_\_  
Date

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

**SUBSCRIBED AND SWORN TO** before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public, State of Texas