



**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:		4/14/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): Kathleen Schonne (7198)				Project No. 6336
CAPTION				
To approve an Engineering Services Agreement by and between the City of Plano and Jerry Parche' Consulting Engineers, in the amount of \$137,860, for Intersection Improvements – McDermott Road, 15 th Street, Legacy Drive & Plano Parkway, Project No. 6336; and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR: 2013-14	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	140,000	0	140,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-137,860	0	-137,860
BALANCE	0	2,140	0	2,140
FUND(S): STREET IMPROVEMENT CIP				
<p>COMMENTS: Funds are available in the 2013-14 Street Improvement CIP. This item, in the amount of \$137,860, is anticipated to leave a balance of \$2,140 for the Intersection Improvements – McDermott, 15th, Legacy & Plano Parkway project.</p> <p>STRATEGIC PLAN GOAL: Obtaining engineering services for intersection improvement projects relates to the City's goal of Financially Strong City with Service Excellence.</p>				
SUMMARY OF ITEM				
This agreement is for engineering design services to include improvement of intersections at four (4) locations as follows:				
<ol style="list-style-type: none"> 1. Ohio Drive at McDermott Road - Additional left turn lanes for northbound and southbound Ohio, relocation of an existing hooded left turn for northbound Ohio, extension of existing eastbound and westbound left turn storage for McDermott and creation of a dedicated right turn lane for westbound McDermott. 2. Alma Drive at 15th Street - Extension of existing left turn storage for eastbound and westbound 15th. 3. Legacy Drive at southbound Dallas Parkway Service Road - Additional left turn storage for eastbound Legacy. 4. Plano Parkway east of K Avenue - Creation of a left turn lane for eastbound Plano Parkway at the existing median opening approximately 300 feet east of K Avenue. 				
The contract fee is for \$137,860 and is detailed as follows:				
BASIC SERVICES				
	1. Research and Data Collection	\$4,000.00		
	2. Design Survey	\$20,000.00		



**CITY OF PLANO
COUNCIL AGENDA ITEM**

3.	Preliminary Design	\$60,000.00
4.	Final Design	\$26,000.00
5.	Bid Phase	\$2,600.00
6.	Construction Administration	\$5,000.00
7.	Construction Control Survey	\$1,000.00
	TOTAL BASIC FEE	\$118,600.00

SPECIAL SERVICES

1.	ROW / Easement Preparation	\$6,000.00
2.	Subsurface Utility Engineering	\$13,260.00
	TOTAL SPECIAL SERVICES	\$19,260.00

TOTAL FEE **\$137,860.00**

Funding is available from the 2013-14 Community Investment Program. Staff feels the fee is reasonable for this project estimated to cost \$851,000.00.

1. Ohio at McDermott:

<https://maps.google.com/maps?q=ohio+at+mcdermott+plano+tx&hnear=Ohio+Dr+%26+McDermott+Rd,+Plano,+Texas+75024&t=h&z=16>

2. Alma at 15th:

<https://maps.google.com/maps?q=alma+at+15th+plano+tx&hl=en&sll=33.094186,-96.796719&sspn=0.006939,0.010085&t=h&hnear=Alma+Dr+%26+W+15th+St,+Plano,+Texas&z=16>

3. Legacy at southbound Dallas Parkway Service Road:

<https://maps.google.com/maps?q=Legacy+at+southbound+service+road+dallas+parkway+plano+tx&hl=en&sll=33.077848,-96.823957&sspn=0.00694,0.010085&t=h&z=16>

4. Plano Parkway east of K Avenue:

<https://maps.google.com/maps?q=Plano+parkway+east+of+K+avenue+plano+tx&hl=en&sll=33.077848,-96.823957&sspn=0.00694,0.010085&t=h&hnear=E+Plano+Pkwy&z=16>

List of Supporting Documents:

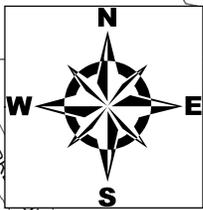
Location Maps; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies

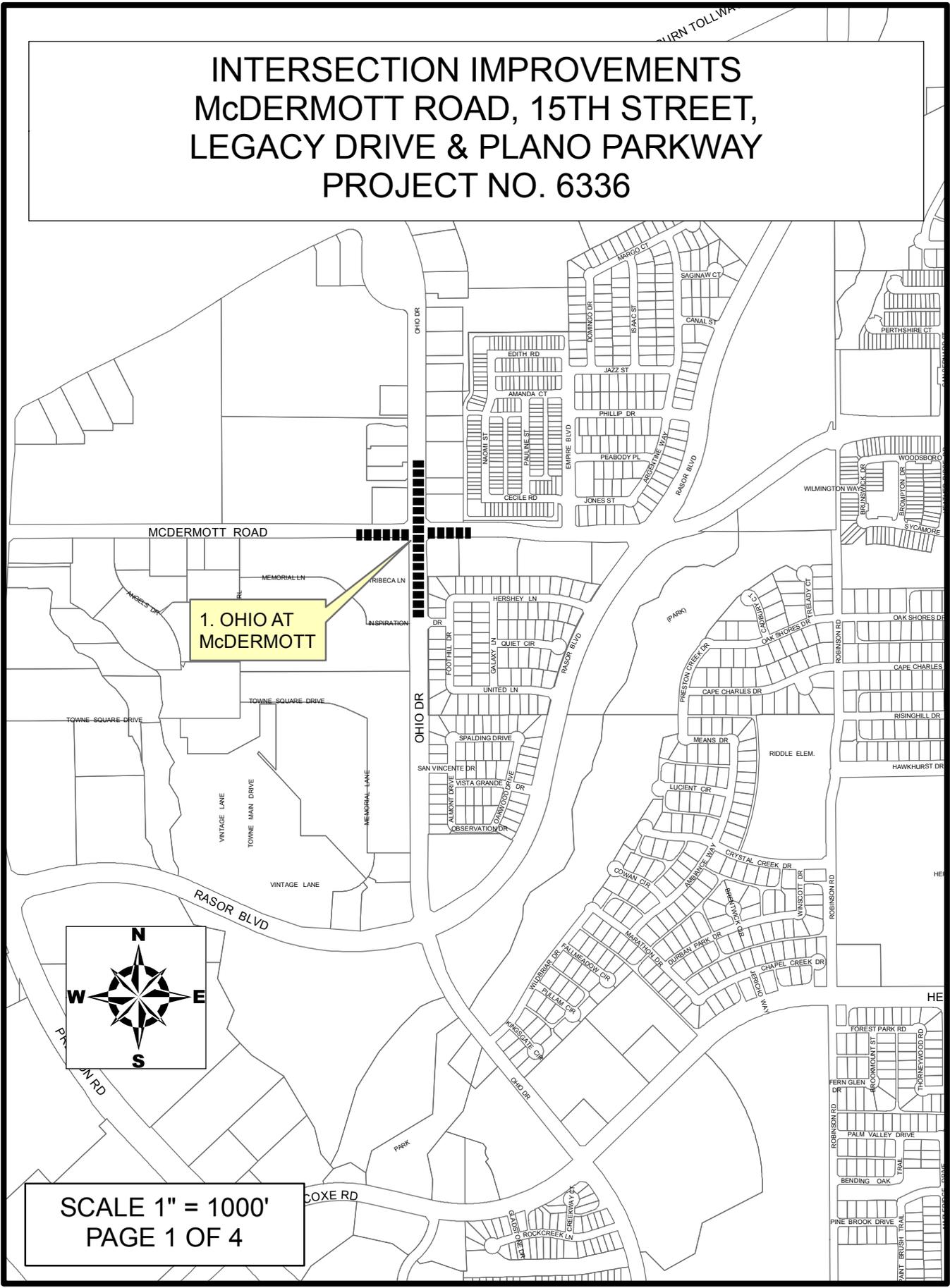
N/A

INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15TH STREET, LEGACY DRIVE & PLANO PARKWAY PROJECT NO. 6336

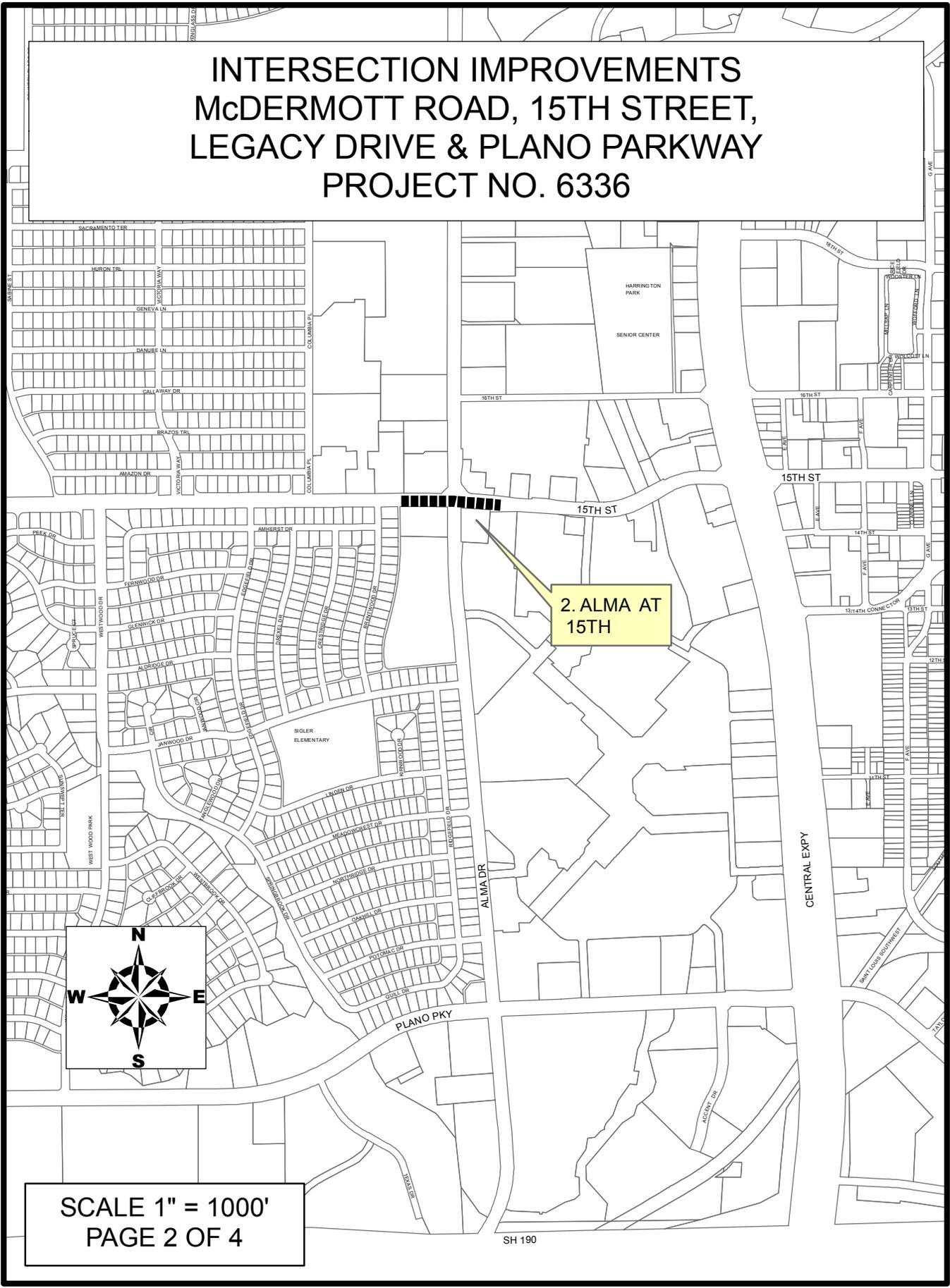
1. OHIO AT
McDERMOTT



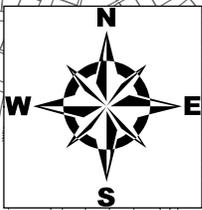
SCALE 1" = 1000'
PAGE 1 OF 4



INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15TH STREET, LEGACY DRIVE & PLANO PARKWAY PROJECT NO. 6336



2. ALMA AT
15TH

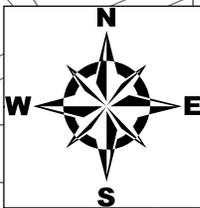


SCALE 1" = 1000'
PAGE 2 OF 4

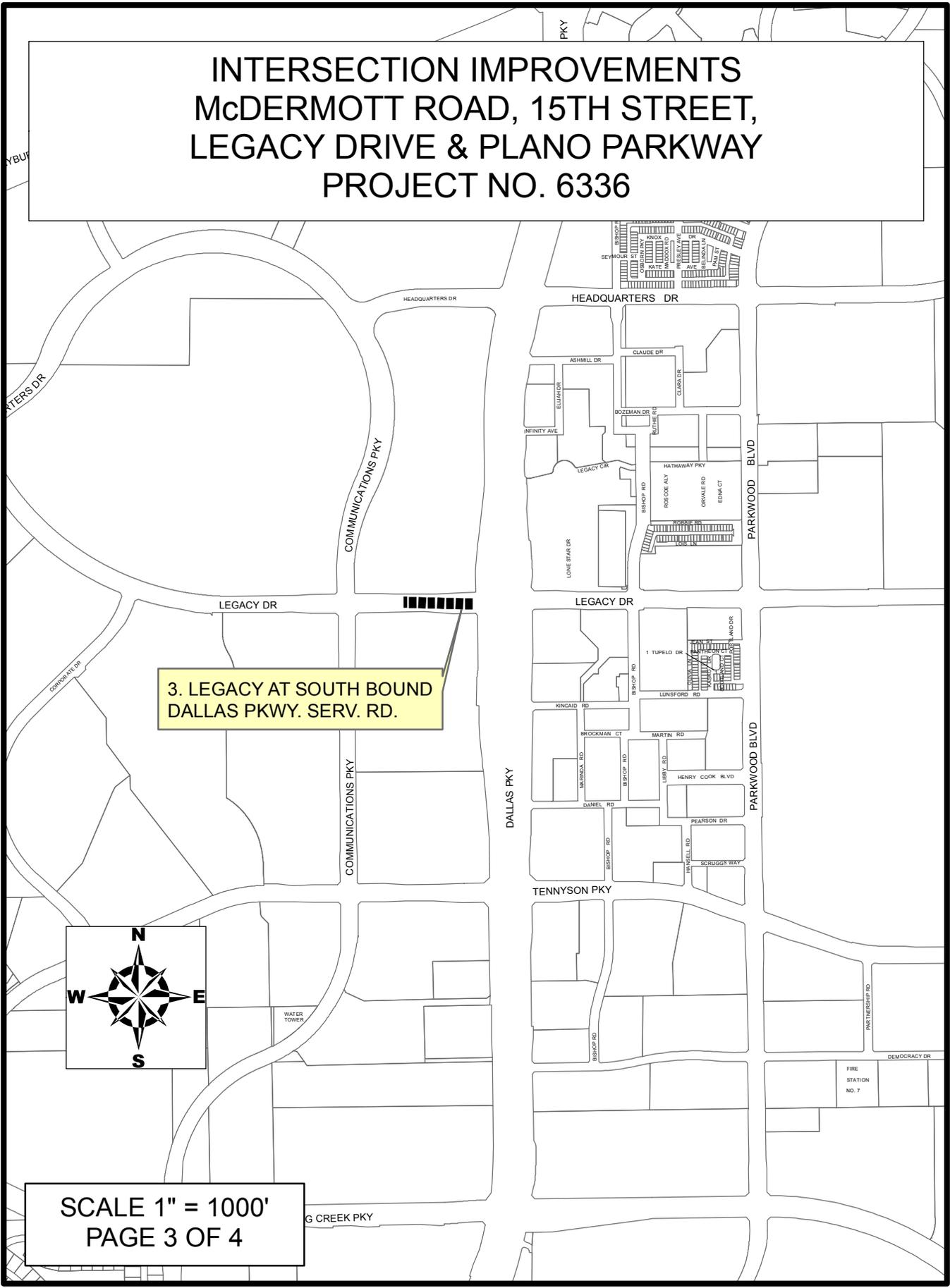
SH 190

INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15TH STREET, LEGACY DRIVE & PLANO PARKWAY PROJECT NO. 6336

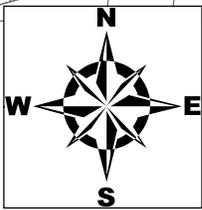
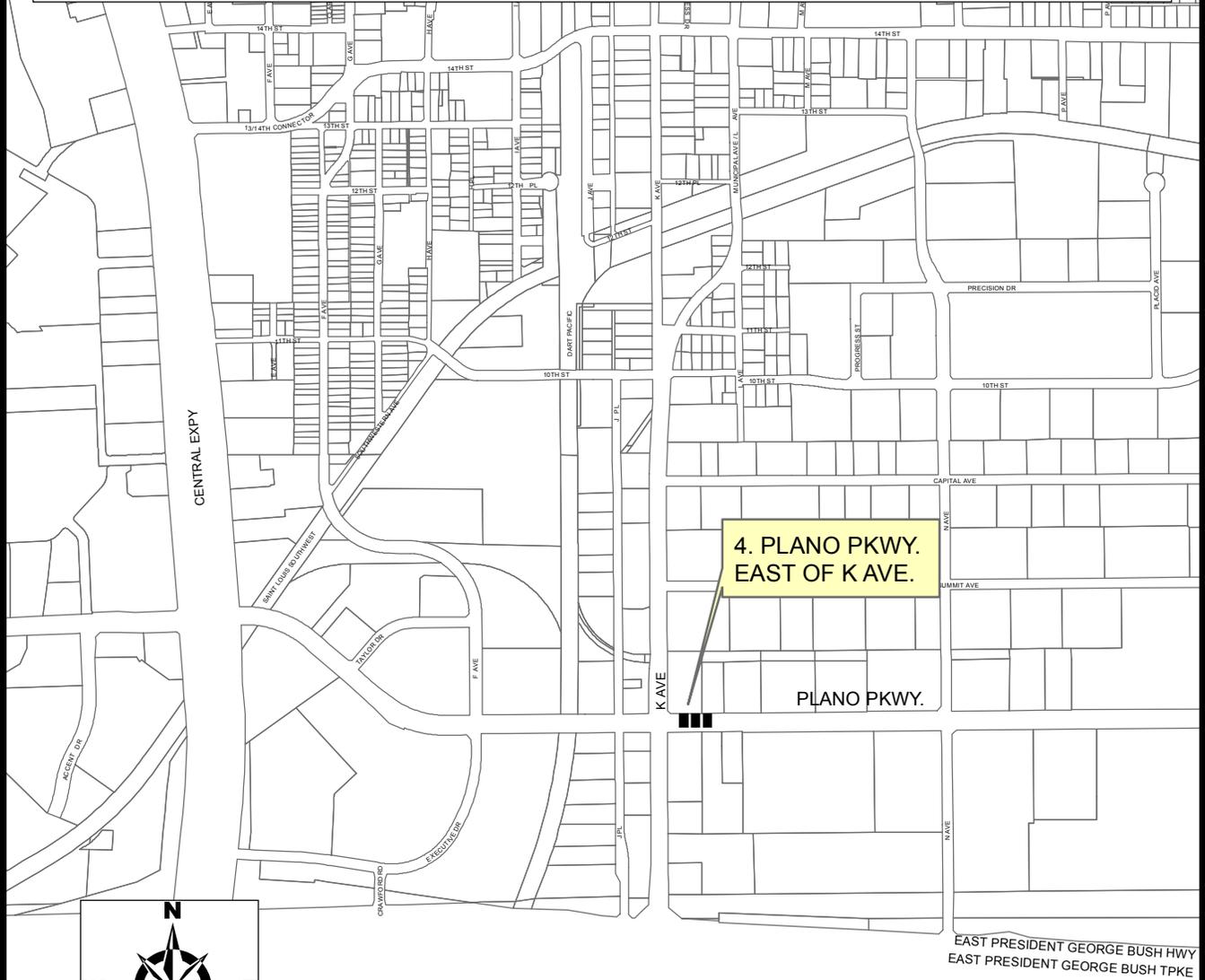
3. LEGACY AT SOUTH BOUND
DALLAS PKWY. SERV. RD.



SCALE 1" = 1000'
PAGE 3 OF 4



INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15TH STREET, LEGACY DRIVE & PLANO PARKWAY PROJECT NO. 6336



SCALE 1" = 1000'
PAGE 4 OF 4

CITY OF RICHARDSON

**INTERSECTION IMPROVEMENTS
MCDERMOTT ROAD, 15TH STREET, LEGACY DRIVE & PLANO PARKWAY**

PROJECT NO. 6336

ENGINEERING SERVICES AGREEMENT

THIS AGREEMENT is made and entered by and between the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, hereinafter referred to as "City", and **JERRY PARCHE', INDIVIDUALLY AND AS SOLE PROPRIETORSHIP, D/B/A JERRY PARCHE' CONSULTING ENGINEERS**, a **SOLE PROPRIETORSHIP** 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 **INTERSECTION IMPROVEMENTS MCDERMOTT ROAD, 15TH STREET, LEGACY DRIVE & PLANO PARKWAY** 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
Engineering Department
Attn: James Caswell, PE
P.O. Box 860358
Plano, TX 75086-0358

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

Jerry Parche' Consulting Engineers
Attn: Jerry Parche'
1301 South Bowen Road, #300
Arlington, TX 76013

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

XVI. Miscellaneous

A. Paragraph Headings:

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

B. Contract Interpretation:

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

C. Venue/Governing Law:

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

D. Successors and Assigns:

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

E. Severability:

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

F. Effective Date:

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

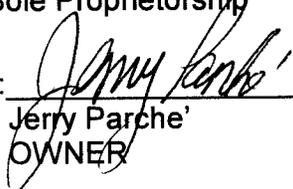
G. Authority to Sign:

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

SIGNED on the date indicated below.

**JERRY PARCHE' D/B/A
JERRY PARCHE' CONSULTING
ENGINEERS
A Sole Proprietorship**

DATE: 3-14-14

BY: 
Jerry Parche'
OWNER

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TARRANT §

This instrument was acknowledged before me on the 14th day of March, 2014, by **JERRY PARCHE', OWNER, d/b/a JERRY PARCHE' CONSULTING ENGINEERS**, a sole proprietorship, individually and on behalf of said company.



Carolyn J. Parche'
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

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

Notary Public, State of Texas

**EXHIBIT A
SCOPE OF SERVICES
INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15TH STREET,
LEGACY DRIVE & PLANO PARKWAY
PROJECT NUMBER 6336**

PROJECT DESCRIPTION:

This project includes preliminary and final design related professional engineering services for intersection improvements at four (4) locations in the City of Plano (paving will be with 10" reinforced concrete on compacted untreated subgrade). The locations are as follows:

1. Ohio Drive at McDermott Road
 - Construct an additional left turn lane for NB (storage 250', transition 150')
 - Construct an additional left turn for SB (storage 200', transition 150')
 - Relocate and construct a hooded left turn lane for NB traffic on Ohio approx. 250' south of McDermott
 - Extend existing left turn storage for EB traffic (storage 250', transition 150')
 - Extend existing left turn storage for WB traffic (storage 180', transition 100')
 - Create a dedicated right turn lane for WB traffic (storage 180', transition 120'). This will likely require ROW or Street Easement acquisition.
 - Note on signal plans "MESH camera to be installed by others at this intersection".
 - Fire hydrant and related water line relocation as required by proposed barrier free ramp or turn lane construction.
2. Alma Drive at 15th Street
 - Extend existing left turn lane storage for EB traffic (storage 250', transition 100')
 - Extend existing left turn storage for WB traffic (storage 140', transition 100')
 - Note on signal plans "MESH camera to be installed by others at this intersection".
3. Legacy Drive at Southbound Dallas Parkway Service Road
 - Construct a left turn lane storage for EB (storage 200', transition 150')

4. Plano Parkway East of K Avenue
 - Construct a median opening approximately 300' east of K Avenue and a left turn lane for EB on Plano Parkway (storage length 80', transition 100')

Special Design Considerations

It should be noted that, at all locations, particularly those where curb lines are being modified to the outside (toward private property), existing improvements may be affected. Existing landscaping, irrigation lines, utility lines, sidewalk, property lines/property corners or other items may be affected requiring special design considerations such as relocation, retaining wall construction or special grading. Sufficient survey ties to existing improvements and elevation information must be obtained by the engineer to allow for adequate design of proposed improvements. Existing and proposed elevation information must be provided on the plans to describe the proposed construction and a clear comparison of how well existing elevations will be matched with the proposed improvements.

DESIGN PACKAGES:

Design and surveying for the four locations listed above will be completed and bid for construction as one package.

BASIC SERVICES:

A. 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.

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.

C. Design 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, buildings, fence lines, trees 4-inches in diameter and larger, edges of pavements and all other visible surface features to the project control baseline. Existing utility structures shall be located and referenced by utility name (i.e. electric, gas, telecommunications, etc.).
4. Vertical topographic information tying pavement, drives, walls, manholes (top and inverts), storm drain inlets (top and inverts), and other improvements as needed within the project areas for the design.
5. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline and at all drives, street intersections, drainage channels or other areas of significance. Cross sections are for project design review and quantity takeoffs and will be a part of the final construction plan set.
6. When underground utilities are exposed, tie to project control baseline.
7. Identify the street address and legal description (lot, block, addition) of all adjacent properties to the proposed construction and show on drawings.
8. Survey and elevation work and information shown on plans shall generally extend a minimum of 100' beyond the project construction limits or through and beyond an entire street intersection at the end of a proposed construction area in order to show how well the proposed alignment, lane lines or grades match the existing conditions or to prove adequate surface drainage conditions as related to the project. In addition, consideration must be given to portions of roadways beyond the immediate project area, which will be affected by the traffic control barricading plan required for inclusion in the project plans. These areas must be shown in the plans to accurately reflect the plan view conditions (curb alignment, drives, intersections, signs, markings, or other traffic related items). It is anticipated that most of the information in these areas, which needs to be shown on the plans for traffic control plan

- purposes, may be gathered from aerial photography provided from the City GIS system as verified or revised by the consultant by field observation checking. Items, which are not clearly visible on the aerial photography (signs, markings, newly constructed drives, or other pertinent items) must be added to the plan by the consultant.
9. Coordinate with all franchise utilities (electric, gas, telecommunications, etc.) in the area to obtain their records relating to the location of their facilities in the project area. Call 811 to locate utilities in the project area and tie that information in on the survey. Show utility information obtained by these efforts on the plans. If existing utilities are indicated by these efforts to be in the area of the proposed right turn lane for McDermott Road at Ohio Drive, the consultant will use a Subsurface Utility Engineering (SUE) subconsultant to establish the precise horizontal and vertical location of the underground utility in the project area. The specific utility company/owner of each utility located shall be identified. The SUE consultant shall also coordinate with all utilities to ensure that all lines in the area have been identified. The SUE information will be shown on plan sheets at the same size and scale as the paving plans. Initial location shall be by using "Quality Level B" utility location (toning) methods (as defined in ASCE publication CI/ASCE 38-02.) with pricing per linear foot (initial amount to be estimated by the consultant) for each utility line for the work. At locations where actual uncovering of utilities is required, that shall be done by using "Quality Level A" utility location methods(as defined in ASCE Publication CI/ASCE 38-02) with pricing per linear foot of 6 ft. deep trench from back of existing curb to the North Right-of-Way line of McDermott Drive and shall include replacement of pavement and walks in parkway areas (initial amount to be estimated by consultant) for this work. Pricing for Quality Level B utility location methods is based on a total of six utilities in the SUE area. The SUE area is defined as 400 feet (6 X 400 = 2400 feet) east of Ohio Drive between the north curb line and north Right-of-Way line of McDermott Drive. Pricing for Quality Level A utility location is based on 3 – six foot deep trenches across the SUE Area (3 X 11 = 33 feet). All information obtained by these methods shall be added to the paving plans.

D. Right-of-way and Easement Requirements –

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.

E. Preliminary Design –

1. Prepare preliminary construction plans. Prepare the following sheets (22" x 34" size) at the engineering scale indicated:
 - Cover sheet.
 - Project layout control sheet(s). Scale 1"= 100'. (Can be combined with the paving plan sheets)
 - Quantity sheet (sheet by sheet breakdown of all quantities)
 - Typical sections and detail sheets.
 - Construction phasing and temporary traffic control sheets. Scale 1"= 100'.
 - Paving plan & profile sheets for street improvements. Note that all drives, sidewalk and barrier free ramps must be ADA compliant. Scale 1"= 20': H; 1"=5': V. Two layouts of the proposed Ohio Drive and McDermott Drive intersection will be submitted to the city. One will be based on adding the full width of the proposed right turn lane in westbound McDermott Drive north of and adjacent to the existing pavement. The other will be based on adding the right turn lane by adding some additional pavement on the north side of McDermott adjacent to the existing pavement and some additional pavement in the median of westbound McDermott Drive. The second concept will require shifting lanes in McDermott Drive in the intersection.
 - Drainage area maps (with drainage calculations) for street/drainage improvements (In general, a drainage study is required only where new storm drain is being installed on the project. Analysis of the drainage system will be required as pertains to any new inlet placements but not where inlets are simply replaced for widening such as for new right turn lanes. A drainage study need with drainage area maps and calculations is not anticipated for this project. If determined to be required, a design contract modification will be negotiated.) Scale 1"= 100'.
 - Storm drain improvement plan & profile sheets. Scale 1"= 20':H; 1"=5':V. These will be needed for new inlet placement/lead line extensions to accommodate pavement widening and/or for any new storm drainage installations.
 - Landscape and irrigation plan sheets. (Can be combined with paving plan sheets) Scale 1"= 20'. Landscape design services to be provided include designating limits of grass areas and location of existing trees in medians to be replaced, if any. Landscape or irrigation professional services such as typically provided by a Landscape Architect or Licensed Irrigator are not anticipated for this project and are not included in this contract but can be provided as Additional Services if required.
 - Construction erosion control plan sheets. Scale 1" = 40'

- SWPPP Narrative sheet meeting TCEQ and City of Plano requirements.
- Final buttoning and signage plan sheets. Scale 1"= 40'.
- Traffic signal plans. Scale 1"= 20'. It is anticipated that traffic signal poles will need to be removed and replaced or modified at some locations to provide for project improvements. Services are included in this contract for replacing the existing traffic signals at the northeast and southwest corners of the Ohio/McDermott Drive intersection and for adding a new signal head on the existing signal arm at the west side of the Dallas Tollway over the eastbound side of Legacy Drive. No temporary signals are included in this project. If signal work is required, City standard signal sheets must be included in the plans and modified as appropriate by the engineer to reflect this specific project. As a rule, when pole relocation is required, the existing pole will remain in place for traffic control while a new pole is placed at the new required location. The existing pole is then salvaged to the Public Works Department storage area. Some new equipment is furnished by the City for contractor installation (poles, arms, heads, cameras and signal controllers) and some equipment (foundations, conduit and wiring) is furnished and installed by the contractor. Plans for signal work may include foundations, poles, arms, heads, conduits, wiring, pull boxes, traffic signal controllers or other items. MESH cameras will be installed at locations called for under "Project Description". MESH cameras will be furnished and installed by a separate contractor and shall not be bid as part of this project. The consultant will note on the plans "MESH camera to be installed by others at this intersection".
- Street Lighting Plans. Scale 1"=40'. Plans will show existing and proposed street light locations, foundations, pull boxes and conduits. Contractor will install new foundations, pull boxes and conduit. These can be included with paving plan sheets if they can be shown clearly without confusion. Poles and electric wiring will be installed by the electric company by separate agreement with the City. Services included in this contract are based on using existing electrical services and standard pole foundations provided by the city.
- Cross-sections. Scale 1"=20':H; 1" = 2':V.

Information required can be combined on sheets if the information can be clearly shown and is approved by the City of Plano project manager.

2. Coordinate with affected utilities such as water, gas, telephone, cable TV and electric to obtain accurate information for the location of their facilities.
3. Prepare outline of any special technical specifications needed for the project (if any).
4. Prepare an estimate of construction quantities and develop the preliminary statement of probable construction cost.
5. Submit six (6) sets of preliminary plans and one (1) set of an outline of special technical specifications and preliminary statement of probable construction cost to the City for review.
 - Engineering
 - Public Works
 - Inspectors
 - Transportation
 - Parks
 - File
6. Meet with City of Plano staff to discuss City comments on preliminary plans, specifications and cost estimates.
7. Provide an electronic PDF format half size set of preliminary utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets, utilities and cross sections.

F. Final Design –

1. Revise preliminary plans incorporating comments from the City of Plano.
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 standard details (those not included in "City of Plano "Standard Construction Details") into the construction plans and prepare additional details as required.
6. Take off final construction quantities and prepare final construction cost estimates.
7. Submit six (6) sets of pre-final plans and one (1) set of special technical specifications, draft bid schedule and final statement of probable construction cost to the City for review.
8. Incorporate City final comments into the plans and bid documents.
9. Provide an electronic PDF format half size set of final utility coordination drawings (11" x 17" sheets to scale) to the City for distribution to the franchise utility companies affected by the construction. Utility coordination drawings shall include the cover sheet, typical sections, paving sheets, utility sheets and cross sections.

10. Submit three (3) sets of final blue or black line prints, three bound copies of the bid documents and one unbound original bid document set to the City of Plano.
11. Attend a utility coordination meeting to start relocation process with affected franchise utilities. Distribute copy of final plans and proposed schedule for bid letting and construction to all affected franchise utilities.

G. Bid Phase Services –

Bid Phase Services assume the four intersection improvements will be contracted as one contract bid.

1. Assist the City staff in advertising for bids.
2. Furnish plans and specifications for bidding. Cost for these to be recouped by non-refundable deposit from contractors. Maintain a list of plan holders.
3. Furnish plans and bid documents for up to five (5) plan review rooms to be determined by the City. These documents are to be furnished at no cost to the plan review rooms.
4. Prepare and distribute addenda to bid documents as necessary.
5. Assist City staff as required in bid opening. Submit list of plan holders to the City, 48-hours prior to the bid letting.
6. Submit a CD-ROM disk of the bid set plans in a PDF format.
7. Provide bid tabulation to the City of Plano within four (4) working days of the bid letting.
8. Evaluate the low and second low bidders. Prepare letter of recommendation to the City of Plano for awarding a contract to the lowest responsible bidder within four working days of the bid letting.
9. Assist City staff in a pre-construction conference.
10. Furnish eleven (11) sets of full size and four (4) sets of half size final construction plans and seven (7) sets of the contract documents manual to the City for construction.

H. Construction Administration –

Construction Phase Services assume the four intersection improvements will be contracted as one contract bid.

1. Provide periodic site visits (estimate 1 visit per month if requested by the City) by the design engineer in response to questions during construction with a written inspection report submitted to the City for each visit.
2. Provide written responses to requests for information or clarifications.

3. Prepare plan and quantity revisions as required for change orders. The City will prepare the actual change order form and get 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 two (2) CD-ROM disks 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.

I. Construction Control Survey –

1. Set vertical and horizontal control stakes for construction at 500' intervals, and a minimum of one at each end of the project.

SPECIAL SERVICES:

A. Right-of-Way and Easement Surveying –

1. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) parcel of right-of-way on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
2. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for one (1) permanent easement parcel on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
3. Prepare a metes and bounds description and an 8-1/2" x 11" exhibit for two (2) temporary construction easements on a per tract basis. Deliver three (3) reviewed and approved originals to the City.
4. Prepared exhibits with the field notes first and drawings second. Each parcel shall have its own separate number.
5. Set new iron pins at all new corners, PC's and PT's of new right-of-way.

B. Subsurface Utility Engineering (SUE) –

1. Provide services as described in BASIC SERVICES, C. Design Survey (9.)

**EXHIBIT B
COMPLETION SCHEDULE
INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15TH STREET,
LEGACY DRIVE & PLANO PARKWAY
PROJECT NUMBER 6336**

Activity	Completion Time (Calendar Days)
1. Notice to Proceed	0
2. Research and Data Collection	15
3. Design Survey	30
4. Preliminary Design/SUE Utility Information	90
5. City Review	30
6. Final Design (Pre-Final Submittal) / ROW & Easement Documents	60
7. City Review	30
8. Final Design/Documents for Bidding	14
9. City Review	15
10. Advertise for Bids	22
11. Receive Bids	0
12. Recommendation	4
13. Prepare Council Agenda	15
14. Council Award	0
15. Prepare/Execute Contract	45
16. Schedule Preconstruction	10
17. Notice to Proceed	10
18. Construction	180

**EXHIBIT C
PAYMENT SCHEDULE
INTERSECTION IMPROVEMENTS McDERMOTT ROAD, 15TH STREET,
LEGACY DRIVE & PLANO PARKWAY
PROJECT NUMBER 6336**

(All fees not to exceed without prior approval)

For and in consideration of Basic and Special Services to be rendered by ENGINEER, CITY OF PLANO agrees to pay, based on the fees indicated below, with the total fee not to exceed One Hundred Thirty Seven Thousand Eight Hundred Sixty dollars (\$ 137,860.00). Partial payments to ENGINEER will be made on the basis of monthly statements rendered to and approved by the CITY OF PLANO; however, under no circumstances shall any monthly statement for services exceed the value of work performed at the time a statement is rendered. A summary of the fee is as shown below:

WORK STAGE SUBMITTAL OR COMPLETION	TOTAL
<u>Basic Services</u>	
1. Research and Data Collection	\$ <u>4,000.00</u>
2. Design Survey	\$ <u>20,000.00</u>
3. Preliminary Design	\$ <u>60,000.00</u>
4. Final Design	\$ <u>26,000.00</u>
5. Bid Phase	\$ <u>2,600.00</u>
6. Construction Administration	\$ <u>5,000.00</u>
7. Construction Control Survey	\$ <u>1,000.00</u>
Total Basic Fee	\$ <u>118,600.00</u>
<u>8. Special Services</u>	
a. Permanent ROW Descriptions/Monuments (Est. 1@ \$1600/ea.)	\$ <u>1,600.00</u>
b. Permanent Easement Descriptions (Est.1@ 1600/ea.)	\$ <u>1,600.00</u>
c. Temp. Construction Esmt. Descriptions (Est.2@ 1400/ea.)	\$ <u>2,800.00</u>
d. Subsurface Utility Engineering –Level B Designation Estimate <u>2400</u> LF (horizontal length) @ \$ <u>1.95</u> /LF	\$ <u>4,680.00</u>
(d. SUE price includes traffic control)	
e. Subsurface Utility Engineering –Vertical Test Trench –Level A Designation Estimate <u>33</u> LF (horizontal length) @ \$ <u>260.00</u> /LF	\$ <u>8,580.00</u>
(e. SUE price includes replacement of pavement removed in parkway area with non-reinforced concrete & traffic control)	

Total Special Services	\$ <u>19,260.00</u>
Total Fee	\$ <u>137,860.00</u>

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2014

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

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

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Brian R Hadar
	PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Jerry Parche Consulting Engineers 1301 S. Bowen Road, #300 Arlington TX 76013	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: Catlin Insurance Company 19518
	INSURER B: Travelers Lloyds Ins. Company 41262
	INSURER C: Travelers Indemnity Co. of Am. 25666
	INSURER D: INSURER E: INSURER F:

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 181, Additional Remarks Schedule, if more space is required)
 The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. City of Plano including its elected and appointed officials, agents, volunteers, and employees are shown as an additional insured on the general liability coverage as required by contract. A waiver of subrogation is shown in favor of the City of Plano on the workers compensation policy. The general liability coverage is on a primary basis.

RE: Project No. 6336 - Intersection Improvements McDermott Rd./15th St./Legacy Dr./Plano Parkway

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

