



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:		6/27/2011			
Department:		Public Works			
Department Head		Gerald Cosgrove			
Agenda Coordinator (include phone #): Irene Pegues (7198) Project No. 5928					
CAPTION					
To approve an Engineering Services Agreement by and between the City of Plano and Transystems Corporation in the amount of \$79,100 for the SH 289 at PGBT Intersection Improvements project 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: 2010-11	Prior Year (CIP Only)	Current Year	Future Years	TOTALS	
Budget	0	20,000	80,000	100,000	
Encumbered/Expended Amount	0	0	0	0	
This Item	0	-79,100	0	-79,100	
BALANCE	0	-59,100	80,000	20,900	
FUND(S): STREET IMPROVEMENT CIP					
COMMENTS: Funds are included in the 2010-11 Street Improvement CIP. This item, in the amount of \$79,100, will be encumbered during the current fiscal year and carry forward into the cash allocations of FY 2011-12. STRATEGIC PLAN GOAL: Intersection improvements relates to the City's Goal of Financially Strong City with Service Excellence.					
SUMMARY OF ITEM					
This agreement with Transystem Corporation is for schematic engineering design of improvements to the intersection between SH 289 and President George Bush Tollway (PGBT). This project includes the evaluation of potential improvements to the intersection by adding an additional left turn lane that will convey traffic from southbound SH 289 to eastbound PGBT and adding a right turn lane that will convey traffic from southbound SH 289 to westbound PGBT. This project represents the first step in that process and consists of preparation of a schematic engineering design which will be based upon aerial mapping. The project will include evaluating a maximum of two (2) alternative alignments, including the preparation of a preliminary estimate of probable cost. The contract fee of \$79,100.00 is detailed as follows:					
Preliminary Surveying Evaluate Existing Railroad Bridge Schematic Design Coordination with Governing Agencies Reimbursable Expenditures TOTAL	\$8,735.00 \$9,660.00 \$51,335.00 \$8,520.00 \$850.00 <hr style="width: 100%;"/> \$79,100.00				



CITY OF PLANO COUNCIL AGENDA ITEM

Funding is available from the 2010-11 Street Improvement Community Investment Program. Staff feels the fee is reasonable for the project.

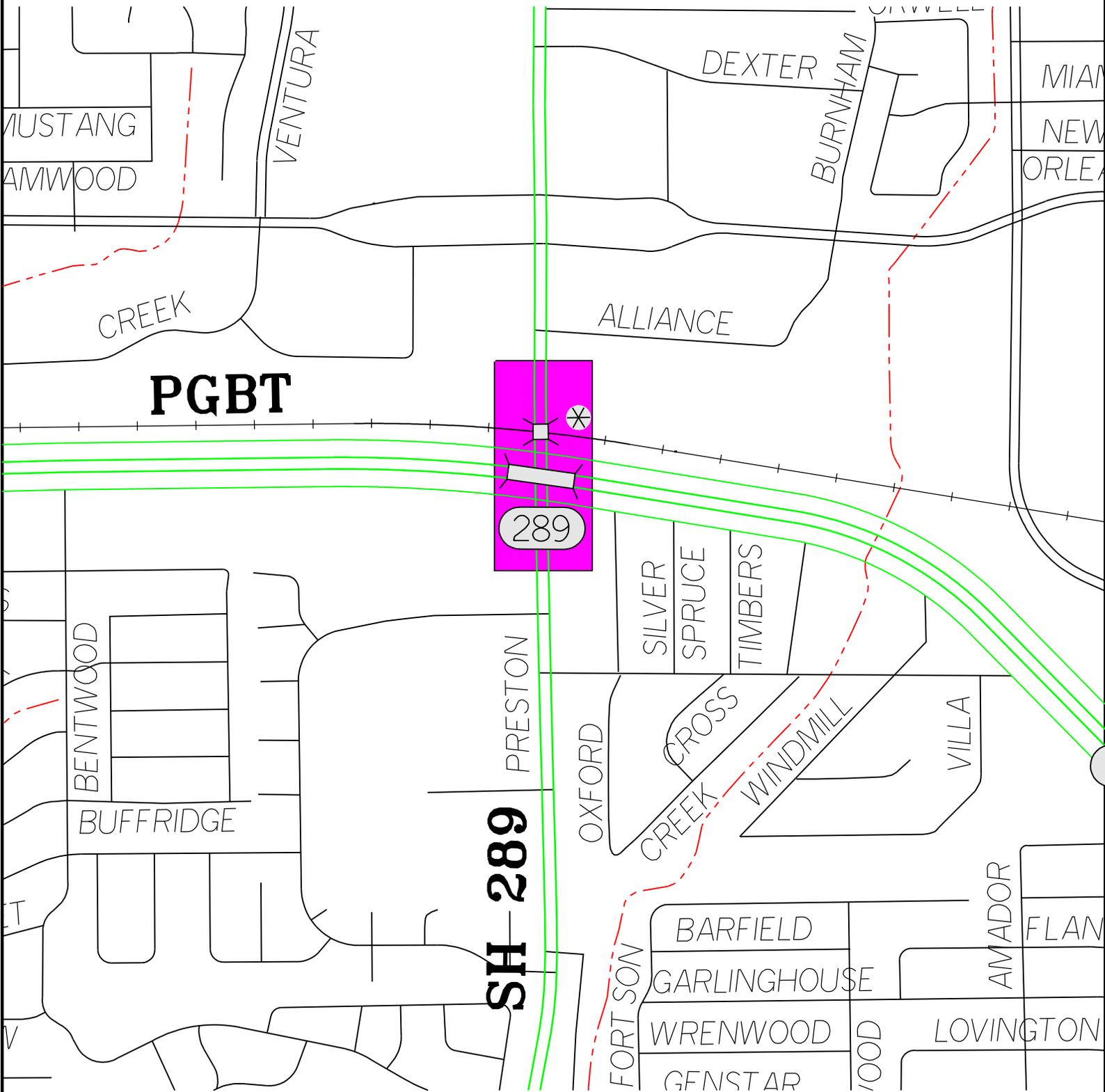
List of Supporting Documents:

Other Departments, Boards, Commissions or Agencies

Location Map; Engineering Services Agreement

None

SH 289 AT PGBT INTERSECTION IMPROVEMENTS



PGBT

SH 289

CITY OF PLANO PROJECT NO. 5928



SH 289 AT PGBT INTERSECTION IMPROVEMENTS

PROJECT NO. 5928

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 **TRANSYSTEMS CORPORATION DBA TRANSYSTEMS CORPORATION CONSULTANTS**, a **MISSOURI** Corporation, licensed to do business in the State of Texas, 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 **SH 289 AT PGBT INTERSECTION IMPROVEMENTS** 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
Public Works Department – Suite 250
P.O. Box 860358
Plano, TX 75086-0358
Attn: Tom Barone

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

TranSystems Corporation DBA
TranSystems Corporation Consultants
3030 LBJ Freeway, Suite 900
Dallas, TX 75234
Attn: Garry Kraus

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.

**TRANSYSTEMS CORPORATION DBA
TRANSYSTEMS CORPORATION
CONSULTANTS**

A Missouri Corporation licensed to do
business in the State of Texas

DATE: _____

BY: _____

Garry Kraus
VICE PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF DALLAS §

This instrument was acknowledged before me on the _____ day of _____, 2011, by **GARRY KRAUS, VICE PRESIDENT**, of **TRANSYSTEMS CORPORATION DBA TRANSYSTEMS CORPORATION CONSULTANTS**, a **MISSOURI** corporation licensed to do business in Texas, 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 _____, 2011, 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**

**SH 289 AT PGBT
INTERSECTION IMPROVEMENTS**

PROJECT DESCRIPTION:

The city of Plano proposes to initiate improvements at the SH 289/PGBT intersection. These improvements are to generally consist of adding an additional left turn lane from southbound SH 289 to eastbound PGBT and adding a right turn lane on southbound SH 289 from north of the railroad tracks to westbound PGBT. This project represents the first step in that process and consists of preparation of a schematic based upon aerial mapping, property ownership and right of way mapping based on records. It will include coordination with appropriate stakeholders, and utility research. In addition to the schematic, a cost estimate will be prepared.

SURVEYS:

Complete an aerial mapping of the project area which generally consists of a 300 feet wide strip extending from Alliance Blvd on the north to approximately 200 feet south of the PGBT/SH 289 ramps on the south side of the intersection. Complete property ownership and right of way research based upon records search only for this project area.

BASIC DESIGN SERVICES –

A. Schematic Design

Prepare a base map from the survey investigations. Complete a schematic of the proposed improvements including horizontal geometrics. Evaluate up to 2 alternative alignments and determine preliminary right of way requirements. Review findings with the city of Plano and revise based upon comments. Submit five (5) copies of the schematic. Prepare a report of findings.

Schematic shall include the following:

1. General project information including project limits, design speed, and functional classification.
2. Existing and proposed profiles and horizontal alignments of roadway.
3. An explanation of the sequence and methods of construction.
4. The tentative right of way limits.
5. Bridge and bridge class culverts alignment; type of structure; and structure lengths shall be shown.
6. The geometrics (pavement cross slope, super-elevation, lane and shoulder widths, slope ratio for fills and cuts) of the typical sections of the proposed roadway.
7. The existing and proposed traffic volumes (Based on traffic counts provided by Plano)
8. The direction of traffic flow
9. Design speed.
10. Existing structures to be removed.

11. Develop right-of-way requirements
12. Typical Sections
13. Prepare cost estimates

B. Stakeholder Coordination

Meet and coordinate with TxDOT, NTTA, city of Dallas, KCS Railroad, and Utility Companies regarding the proposed project. Review the schematic with these entities in arriving at a final schematic alignment for improvements.

C. Utility Research

Complete a Level D subsurface utility investigation to include Records Research: contacting utility owners, collecting records, site recon, scanning/compiling records.
Prepare a SUE CADD file compiling utility information, within the project limits, into a single CADD file that can be overlaid on the site topo.

D. Bridge Analysis/Layout

Based upon existing plans and field observations, evaluate vertical clearance issues related to the bridge.
Based upon existing topographic information, the aerial imagery and the schematic design prepare a conceptual bridge layout with horizontal and vertical geometry .

E. Opinions of Probable Construction Costs

Prepare an Opinion of Probable Cost for the projects

F. Deliverables

- Schematic plan (1"=50')
- Preliminary plan of construction costs
- Identification of ROW requirements
- Level 'D' SUE analysis and CADD file
- Conceptual Bridge Layout

ASSUMPTIONS

- No field surveys will be completed
- No environmental assessments are included,
- City of Plano to supply traffic counts
- ROW mapping will be based upon records, not field surveys.
- No topography or vertical grades are to be determined
- No public involvement is included
- No final bridge layouts or structural analysis is included
- No railroad exhibits are included
- No approval / permitting by the city of Dallas or TxDOT will be obtained
- No traffic projections or traffic analysis is included

**CITY OF PLANO
SH 289 at PGBT
EXHIBIT B**

Activity	Duration (Working days)
Notice to Proceed	1
Surveys	15
Schematic Plan Preparation	45
City Review	5
Bridge Analysis/Layout	10
Stakeholder Coordination	30 (Concurrent with Schemati c)
City Review	5
Cost Estimate	5

A working day is defined as Monday through Friday, excluding City of Plano Holidays.

**CITY OF PLANO
SH 289 at PGBT
EXHIBIT C**

Project: SH 289 at PGBT									
Design Services									
WORK TASK DESCRIPTION	HOURLY RATE WORK								Total Cost Estimate (\$)
	Estimated Manhours								
	Project Manager 185.00	Senior Traffic Eng 180.00	Senior Engr. 150.00	Design Engr. 130.00	RPLS 115.00	Tech 85.00	Survey Crew 120.00	Clerical 50.00	
Surveys									
Property Ownership					4	8		4	1,340.00
Right-of-Way Mapping (based on Records only)					3	12			1,365.00
Aerial Mapping support					2	2	10		1,600.00
Aerial Mapping (no topography) Performed by Sub-consultant - ADS									4,430.00
							Total Survey		8,735.00
Basic Design Services									
Bridge Design / Layout - Not a final layout for approval									
Review vertical clearances	2			8				1	1,460.00
Prepare Layout with Horizontal Geom & Vertical Profile	18			24		20		1	8,200.00
							sub-total		9,660.00
Schematic									
Meetings	20		20					6	7,000.00
Research and Data Collection						16		4	1,560.00
Utility Research (level D-record search) Performed by Sub-consultant - Gorrondonna and Associates									5,850.00
Base map for schematic	2		4			40			4,370.00
Horizontal Geometrics	12		28			24			8,460.00
Alternatives	12		28			24			8,460.00
Preliminary ROW requirements	1		6			6			1,595.00
Comments and Revisions	12		24			40		4	9,420.00
Opinion of Probable Cost	12		16						4,620.00
							sub-total		51,335.00
Stakeholder coordination									
TxDOT	8		4					1	2,130.00
Railroad	8		4					1	2,130.00
Dallas	8		4					1	2,130.00
NTTA	8		4					1	2,130.00
							sub-total		8,520.00
							Total Basic Services		69,515.00
Other Services									
Traffic counts (by City)									
Reimbursables									250.00
Printing									100.00
Mileage									500.00
Mounted Exhibit									850.00
							sub-total		850.00
							Total Other Services		850.00
							TOTAL PROJECT		\$ 79,100.00

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."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Engineer from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Engineer's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

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

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

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

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

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

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

Name of Contractor

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
§
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2011.

Notary Public, State of Texas