



**CITY OF PLANO  
COUNCIL AGENDA ITEM**

<b>CITY SECRETARY'S USE ONLY</b>	
<input type="checkbox"/> Consent	<input type="checkbox"/> Regular <input type="checkbox"/> Statutory
Council Meeting Date:	7/25/2011
Department:	Public Works
Department Head	Gerald P. Cosgrove
Agenda Coordinator (include phone #):	<b>Irene Pegues (7198)</b> <span style="float:right">Project No. 6069.1</span>

**CAPTION**

To approve an Engineering Services Agreement by and between the City of Plano and TranSystems Corporation in the amount of \$284,492 for Legacy Drive Corridor Intersection Improvements project and authorizing the City Manager to execute all necessary documents.

**FINANCIAL SUMMARY**

NOT APPLICABLE       OPERATING EXPENSE       REVENUE       CIP

FISCAL YEAR: <b>2010-11</b>	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	28,000	355,000	<b>383,000</b>
Encumbered/Expended Amount	0	-27,718	0	<b>-27,718</b>
This Item	0	-284,492	0	<b>-284,492</b>
BALANCE	0	-284,210	355,000	<b>70,790</b>

**FUND(S):**    **STREET IMPROVEMENT CIP**

**COMMENTS:** Funds are included in the FY 2010-11 Street Improvement CIP for the Legacy Drive Corridor Improvement Project. This item in the amount of \$284,492, will be encumbered during the current fiscal year and carry forward into the cash allocations of FY 2011-12.

**STRATEGIC PLAN GOAL:** Engineering design services for intersection improvements relate to the City's Goal of Financially Strong City with Service Excellence.

**SUMMARY OF ITEM**

This agreement with TranSystems Corporation is for the engineering design of improvements to the Legacy Drive intersections with Independence Parkway, Custer Road and K Avenue. The improvements at the Legacy Drive and Independence Parkway intersection consist of an additional left turn lane in each direction. The improvements at the Legacy Drive and Custer Road intersection consist of an additional left turn lane in each direction and a new dedicated right turn lane on westbound Legacy Drive. The improvements at the Legacy Drive and K Avenue intersection consist of two dedicated right turn lanes, an additional northbound through lane on K Avenue and the removal of the existing railroad crossing on Legacy Drive between K Avenue and US-75. The contract fee of \$284,492.10 is detailed as follows:

Surveying for Project Design	\$50,241.00
60% Design Submittal	\$112,815.05
90% Design Submittal	\$68,731.65
100% Design and Bid Documents	\$12,794.80
Construction Services	\$11,759.60
Reimbursable Expenditures	\$4,150.00
Subsurface Utility Engineering (SUE)	\$24,000.00
<b>TOTAL</b>	<b>\$284,492.10</b>



## 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 estimated to cost \$2,550,000.00.

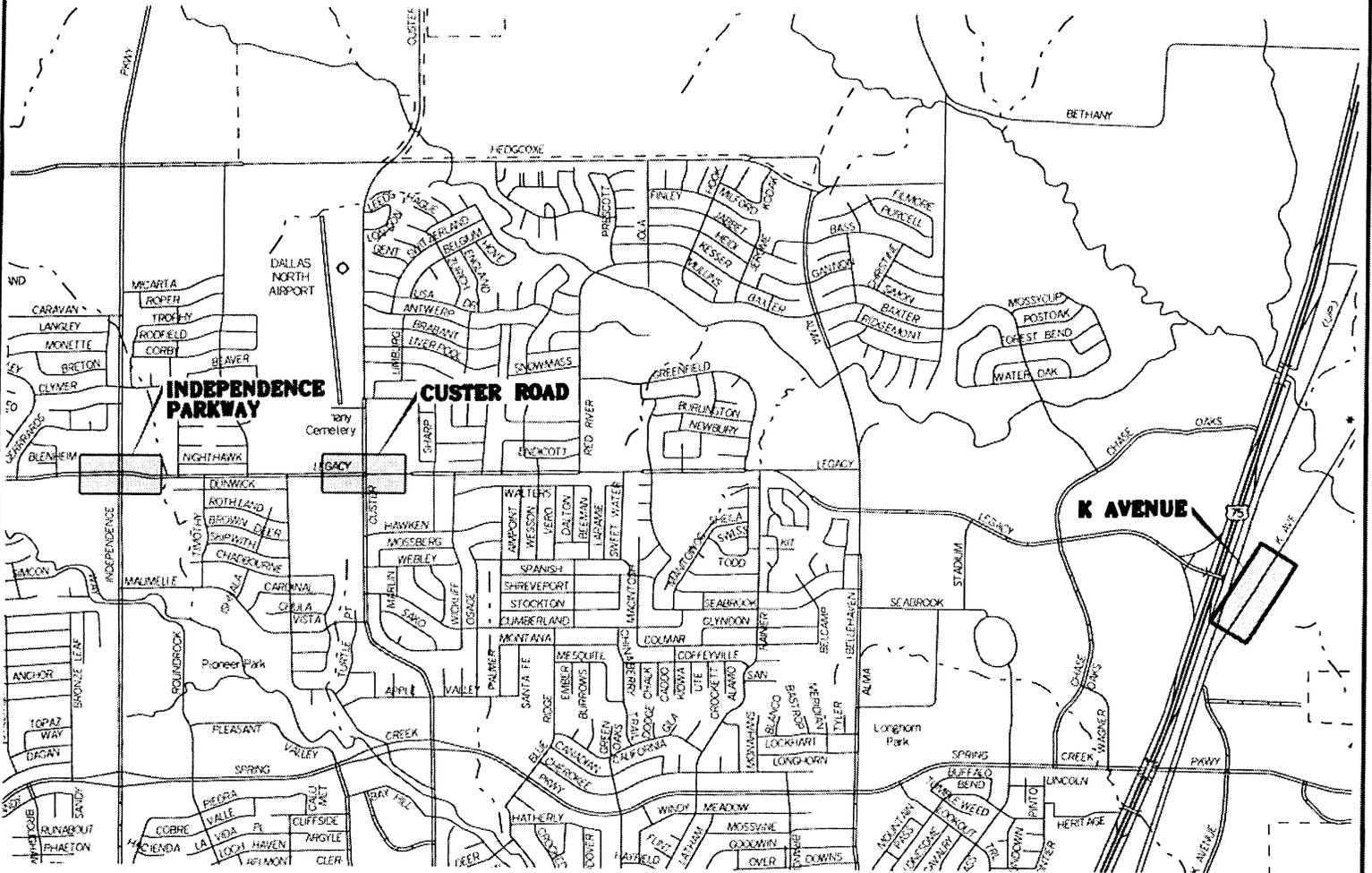
List of Supporting Documents:

Location Map; Engineering Services Agreement

Other Departments, Boards, Commissions or Agencies

None

# LEGACY DRIVE CORRIDOR INTERSECTIONS IMPROVEMENTS



CITY OF PLANO PROJECT NO. 6069.1



# LEGACY DRIVE CORRIDOR

PROJECT NO. 6069.1

## 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 **LEGACY DRIVE CORRIDOR** 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 & Engineering Department  
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:

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:

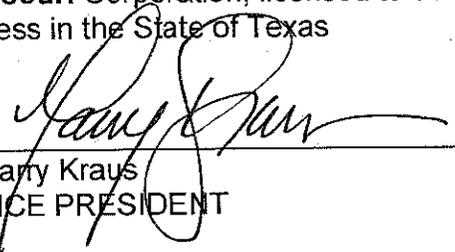
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

**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: 6/20/11

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 20<sup>th</sup> day of June, 2011, by **GARRY KRAUS, VICE PRESIDENT**, of **TRANSYSTEMS CORPORATION DBA TRANSYSTEMS CORPORATION CONSULTANTS**, a **MISSOURI** corporation licensed to do business in the State of Texas, on behalf of said corporation.



Nelda S. Meyer  
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

#### LEGACY DRIVE CORRIDOR CONSTRUCTION PLANS PROJECT No. 6069.1

#### PROJECT DESCRIPTION:

This project includes the preparation of construction drawings and documents, for configurations defined by the schematic plans, for intersection improvements at the following intersections along Legacy Drive Corridor:

- Independence Parkway – Additional left turn lanes from eastbound Legacy to northbound Independence, westbound Legacy to southbound Independence, north bound Independence to westbound Legacy and southbound Independence to eastbound Legacy.
- Custer Road - Additional left turn lane at eastbound Legacy to northbound Custer, a free right turn lane on westbound Legacy to northbound Custer, an additional left turn lane on westbound Legacy to southbound Custer, an additional left turn lane on northbound Custer to westbound Legacy, and an left turn lane on southbound Custer to eastbound Legacy.
- K Avenue - An additional lane from K Avenue to the northbound service road of US 75, the removal of the railroad crossing on Legacy just east of the service road of US 75, a free right turn lane from K Avenue to westbound Legacy, an option lane for through or right turns on northbound K Avenue at Pecan Lane.

#### ENGINEERING SERVICES:

##### A. Design Survey –

1. Verify ownership of adjacent properties , pulling additional vesting deeds/plats as needed and researching adjoining properties as needed
2. Send right of entry requests to affected property owners (35 parcels).
3. 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.
4. Complete limited Level A Subsurface Utility Investigation via trenching as follows: Using a vacuum excavation truck complete trenching to expose utilities in up to sixteen (16) locations. Trenches shall be one (1) foot wide by approximately four (4) feet deep and extend from back of curb to limit of proposed new pavement. It is estimate that a total of 224 linear feet of trenching will be required. Operations are assumed to be

conducted from sidewalk areas such that traffic control will not be necessary.

5. Complete topographic survey. Using One Call, determine locations of underground utilities Tie right-of-way lines and corners, property lines and corners, building, fence line, trees 4 inches in diameter and larger, traffic signal arms and masts, edges of pavements and all other visible surface features to the project control baseline. Tie the horizontal locations of utilities and vertical elevations of inlets and manholes. Existing utility structures shall be located and referenced by utility name (i.e. T.U. Elec., Verizon, Atmos Gas, etc.). Topo limits will be from gutter line of the cross street to 50' past the end of the existing improvements and extending 25' past the existing right of way.
6. Provide roadway cross sections at a fifty-foot (50') interval relative to the project baseline. Cross sections are for project design review and quantity takeoffs and will be part of the final construction plan set.
7. Vertical and horizontal survey work shall be done as follows:
  - a. Legacy Drive at Independence Parkway
    - Approximate distance of 350' west along the median centerline of Legacy Drive to past the driveway of the Skaggs Legacy Addition.
    - Approximate distance of 300' east along the median centerline of Legacy Drive to near the driveway to Carpenter Plaza
    - Approximate distance of 400' north along the median centerline of Independence Parkway to past a median opening at Hoffman Road
    - Approximate distance of 400' south along the median centerline of Independence Parkway to past a median opening at Carpenter Plaza
  - b. Legacy Drive at Custer Road
    - Approximate distance of 400' west along the median centerline of Legacy Drive to past the west Property line of the Folsom-Hoffman Addition.
    - Approximate distance of 380' east along the median centerline of Legacy Drive to past the driveway to Legacy Villas
    - Approximate distance of 425' north along the median centerline of Custer Road to past a median opening for the Folsom-Holman Addition
    - Approximate distance of 400' south along the median centerline of Custer Road to past a median opening at Legacy Apartments
  - c. Legacy Drive at K Avenue
    - Approximate distance of 500' along the north side of Legacy from K Avenue to the US 75 service road
    - Approximate distance of 520' north along the centerline of K Avenue north to the north property line of 6728 K Avenue

- Approximate distance of 400' south along the centerline of K Avenue to past the driveway entrance to 6620 K Avenue.
8. When underground utilities are exposed, tie to project control baseline.
  9. Identify street address of all adjacent properties to the proposed construction and show on drawings.

#### **B. Right-of-way and Easement Requirements**

1. Locate ROW and property lines within project limits.
2. 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.
3. Meet with the City of Plano Staff to determine easement and right-of-way requirements for preparation of field notes and exhibits.
4. Complete boundary surveys on parcels requiring right of way takes

#### **C. 60% Design**

1. The construction drawing sheets shall be prepared on (22"x34") at the engineering scale indicated below:
  - Intersection layout and grading sheet (grading design to be performed for 90% design). Scale 1"= 20'.
  - Roadway plan and profile sheets. Scale 1" = 20' H and 1"=5' V.
2. Final horizontal and vertical alignments of Legacy Drive and intersecting streets.
3. Define ROW acquisition limits and submit exhibits prepared by RPLS for City to acquire ROW/Easements. This scope includes twelve ROW and sidewalk easements to be defined. Additional ROW or easements will be negotiated as additional services.
4. Preliminary traffic signal design.
  - To include basic signal layout showing signal pole, controller, ground box, conduit, and electrical service locations
  - Field review of the two intersections to note and verify physical constraints, power connection, utility placement, and any other details necessary for signal plan preparation.
5. Preliminary temporary traffic signal design.
  - This scope of services assumes two phases of construction for each signal.
6. Preliminary illumination layout.
  - Pole spacing based upon maximum distances provided by City.
  - Existing electrical services to be used.
  - Standard foundation standards provided by City.
7. Conceptual construction sequencing and traffic control plans.

8. Locate proposed storm water inlets and connections to existing storm water systems. This scope does not include design for reconstruction of existing systems or evaluation of capacity of existing systems.
9. Identify water and sanitary sewer rim adjustments related to elevation changes. Also identify and design additional hydrants as needed to obtain coverage at each intersection. This scope does not include design for reconstruction of existing water and sanitary sewer lines.
10. Prepare special details, if required.
11. Prepare preliminary opinion of probable construction cost.
12. Submit (four) sets of drawings to the City for review.
13. Meet with City of Plano staff to discuss City comments.
14. Submit one(1) pdf of plans to the City for Utility Coordination.
15. Submit one (1) set of plans to DART for approval.
16. Submit project cross-sections at intervals not to exceed fifty feet (50').  
Scale: 1"=20' H and 1"=2' V.

#### **D. 90% Design**

1. Address City comments and submit responses.
2. Prepare grading plan for intersections and driveways.
3. Traffic signal design.
4. Temporary traffic signal design.
5. Illumination layout, including conduit location. The scope of design assumes the use of new light poles.
6. Construction sequencing and traffic control plans.
7. Traffic signs and pavement markings.
8. Sizing of storm water inlets and lateral pipes to connect to existing storm water trunk lines.
9. Prepare erosion control plan and SWPPP Narrative Plan Sheet in accordance with current TCEQ and City of Plano requirements. Current refers to the requirements in place at the time of notice to proceed.
10. Prepare outline of any special technical specifications needed for the project (if any).
11. Prepare updated project cross-sections.
12. Prepare opinion of probable construction cost.
13. Submit (four) sets of drawings and opinion of probable construction cost to the City for review.
14. Meet with City of Plano staff to discuss City comments.

#### **E. 100% Design**

1. Address City comments and submits response. Submit (four) sets of drawings to the City for review. The drawings for this submittal will not be sealed. After final review submit signed/sealed drawings.

#### **F. Bid Documents**

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. Assist City staff in conducting a pre-bid conference, if required.
5. Prepare and distribute addenda to bid documents as necessary.
6. Assist City staff as required in bid opening. Submit list of plan holders to the City 48 hours prior to the bid letting.
7. Provide bid tabulation to the City of Plano within four working days of the bid letting.
8. Evaluate the low and second low bidders. 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 letting.
9. Assist City staff in a pre-construction conference.
10. Furnish thirteen (13) sets of final construction plans and three sets of the contract documents manual to the City for construction. Drawings to be provided on 22"x34" sheets.

#### **G. Construction Services**

1. Provide periodic site visits by the design engineer with a written inspection report submitted to the City for each visit.
2. Provide written response to requests for information or clarification.
3. Prepare and process change orders in accordance with City of Plano format.
4. Assist the City staff in conducting the final inspection.
5. Recommend final acceptance of work when acceptable.
6. 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"x34" final "as constructed" blackline drawings (with "record drawings 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 numerical order.

#### **H. Construction Control Survey**

1. Set vertical control stakes for construction at 500' intervals, or a minimum of one at each end of the project.
2. Set horizontal control stakes for construction including PI's, PC's and PT's for paving, storm drains and utilities.

#### **ITEMS NOT INCLUDED IN SCOPE**

1. Geotechnical services. The pavement sections will be defined by the City.
2. Design of drainage systems outside of the inlets and connections to existing drainage pipes.
3. Design of water or sanitary sewer system, except for adjustments for elevation changes and the addition of new fire hydrants at each intersection.
4. Preparation of environmental assessment and impact statements and other assistance to the City in connection with public hearings.
5. Furnish additional copies of deliverables beyond the number specified in the basic services agreement.
6. SWPPP, other than the SWPPP Narrative Plan Sheet.
7. Negotiations with adjacent property owners for revisions to driveways.
8. Structural design for bridges, junction boxes or other items not defined in the scope of services.
9. Franchise utility coordination, except for providing drawings as stated above.
10. Traffic engineering reports or studies.
15. Electrical design associated with illumination layout.
16. Landscaping design or irrigation design
17. Re-platting of any property
18. Traffic control: It is assumed that no traffic control will be required for SUE.

## EXHIBIT "B"

### SCHEDULE OF WORK

Activity	Duration (Weeks)
Notice to Proceed	
Design Surveying/SUE	8
Preliminary Design	6
City Review & Mark Ups	2
Final Plans	3
Cost Estimate	1
City Review	1
Bid Documents	2
Bidding	3

# EXHIBIT "C"

## COMPENSATION AND METHOD OF PAYMENT

Legacy Corridor Design - City Plano, TX  
6/17/2011

TASK	E4	E3	E2	E1	T4	T3	T1	A2	RPLS	2 Man Crew	3 Man Crew	Subtotal	Total
	\$183.35	\$128.55	\$124.20	\$103.45	\$104.00	\$75.50	\$50.00	\$70.00	\$135.00	\$135.00	\$180.00		
<b>Design Surveying/ROW</b>													
Verify ownership/Entry requests/One Call						30			8			\$	3,345.00
Set Project Control						12			6	12		\$	3,336.00
Topographic Survey						40			24	90		\$	18,410.00
Working Sketch						36			24			\$	5,958.00
Right of Way Parcels (12)/Boundary Ties						100			32	40		\$	17,270.00
Set Right of Way						4			6	6		\$	1,922.00
Sub-Total												\$	50,241.00
<b>Preliminary Design (60%)</b>													
Intersection Layouts Grading Sheets	4	8	24		40							\$	8,502.80
Roadway Plan and Profile Sheets	20	60	100		140							\$	38,360.00
Horizontal Layout	2	8	16		32							\$	6,710.30
Preliminary Traffic Signal Design	4	16	32		60							\$	13,004.60
Preliminary Temporary Traffic Signal Design	2	16			32							\$	5,751.50
Preliminary Illumination Layout	2	8			24							\$	3,891.10
Construction Sequencing/Traffic Control	2	16	8		32							\$	6,745.10
Storm Water Connection Plans	2	12	16		32							\$	7,224.50
Water and Sanitary Sewer adjustments	2	12	16		32							\$	7,224.50
Special Details	2	8	8		32							\$	5,716.70
Preliminary Opinion of Probable Cost	1	8	8		24							\$	4,701.35
Meet with City of Plano	12	12						12				\$	3,742.80
Project Invoicing/Admin												\$	840.00
Sub-Total												\$	112,815.05
<b>Final Plans (90%)</b>													
Address City Comments and Submit Responses	2	8	24		40							\$	8,535.90
Grading plan for Intersections and Driveways	2	8	32		40							\$	9,529.50
Traffic Signal Design	4	16	24		40							\$	9,931.00
Temporary Traffic Signal Design	1	8	16		24							\$	5,694.95
Illumination Layout	1	4	8		12							\$	2,938.15
Construction Sequencing/Traffic Control	1	8	16		24							\$	5,694.95
Traffic Signs and Pavement Markings	1	8	16		32							\$	6,526.95
Storm Water Inlets and Lateral Pipes	1	4	8		16							\$	3,355.15
Prepare Erosion Control Plan and SWPPP	1	4	8		16							\$	3,355.15
Special Technical Specifications	1	8			12			12				\$	2,051.75
Updated Project Cross Sections	1	4	16		24							\$	5,190.75
Opinion of Probable Cost	1	2	4		16							\$	2,801.25
Meet with City of Plano	8	8						12				\$	2,495.20
Project Invoicing/Admin												\$	840.00
Sub-Total												\$	68,731.55
<b>Bid Documents (100%)</b>													
Address City Comments and Submit Responses	1	8	16		32							\$	6,526.95
Assist the City in Advertising for Bids	1	4						8				\$	1,257.55
Attend Pre-Bid Conference	2	2										\$	623.90
Assist City Staff for Bid Opening	4	4										\$	1,247.60
Provide Bid Tabulation to the City of Plano	1							12				\$	1,023.35
Evaluate the Low and Second Low Bidders	1	8						4				\$	1,491.75
Attend Pre-Construction Conference	2	2										\$	623.80
Sub-Total												\$	12,794.80
<b>Construction Services</b>													
Periodic Site Visits		36										\$	4,627.80
Responses to requests for information		20										\$	2,571.00
Process Change Orders		12						12				\$	2,382.60
Record Drawings		4			16							\$	2,178.20
Sub-Total												\$	11,759.60
<b>Reimbursables/SUE</b>													
Reproduction												\$	400.00
Preliminary Plans (60%)												\$	400.00
Final Plans (90%)												\$	200.00
Specifications												\$	200.00
Bid Plans (100%)												\$	400.00
Miscellaneous Printing												\$	1,200.00
Hotel												\$	600.00
Per Diem												\$	750.00
Mileage												\$	
Sub-Total Reimbursables												\$	4,150.00
Subsurface Utility Engineering									LF	Amount		\$	24,000.00
									200.00	\$120.00		\$	
<b>TOTAL DOLLARS</b>													\$284,492.10

\* The rates set forth on this initial fee proposal shall be the rates provisions in effect from the date of this Agreement until December 31, 2011. TranSystems will revise the Schedule of Rates annually and will submit the revised Schedule of Rates which shall automatically become effective with regard to this Agreement and the Services performed under this Agreement until January 1st of the next calendar year.

C:\4\Comments and Settings\home\local Settings\Temporary Internet Files\Content.Outlook\W243KLUU\COPY of Legacy fee 06-03-11 revised.tbl.xls\Sheet1

## 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<br>\$100,000 accident \$100,000 disease<br>\$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<br>Minimum \$500,000 each occurrence<br>\$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 <i>per occurrence/aggregate</i> |
| <input type="checkbox"/> 8. Products   | damage each occurrence with <i>aggregate</i>   |
| <input type="checkbox"/> 9. Completed Operations   | \$1,000,000 general aggregate that applies to project under contract   |
| <input checked="" type="checkbox"/> 10. Contractual Liability <i>under the General Liability subject to policy terms, conditions, &amp; exclusions</i> |  |
| <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 <i>per accident</i>   |
| <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<br>\$2,000,000 aggregate  |
| <input type="checkbox"/> 17. Garage Liability  | \$_____ BI & PD each occurrence  |

- 18. Garagekeepers' Legal \$ \_\_\_\_\_ - Comprehensive  
\$ \_\_\_\_\_ - Collision
- 19. Owners Protective Liability \$500,000 Combined single limits
- 20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.
- 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.
- 22. Ten (10) days notice of cancellation, non-renewal, endorsement required. ~~The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.~~
- 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).
- 24. The Certificate must state project title and project number.
- 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the Engineer named below. Additionally:

- 26. The above policy(s) carry the following deductibles: GL: \$ 50,000; PL: \$ 200,000

Full limits of coverage available for:  
 General Liability \_\_\_\_\_ Professional Liability \_\_\_\_\_  
 Automobile Liability \_\_\_\_\_

- 27. Liability policies are (indicate):

GL, AL  
 OCCURRENCE   
*Ron Locklin*  
 Signature

PL  
 CLAIMS MADE   
6/20/11  
 Date

Ron Locklin  
 Insurance Agent (Print)

TransSystems Corporation  
 Name of Insured

6/20/11  
 Date

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

10/1/2011

DATE (MM/DD/YYYY)  
6/9/2011

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Zurich American Insurance Co of Illinois		27855
INSURER B :		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED  
1047806 TRANSYSTEMS CORPORATION CONSULTANTS  
3030 LBJ FREEWAY, SUITE 900  
DALLAS TX 75234

COVERAGES TRASY01 PM CERTIFICATE NUMBER: 11297067 REVISION NUMBER: XXXXXXXX

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	ADDL INSR	SUBR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/PROP AGG \$ XXXXXXXX \$ COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ WC STATUTORY LIMITS OTH-ER
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NOT APPLICABLE			E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in RW) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			
A	PROFESSIONAL LIABILITY	N	N	EOC 9139550	10/1/2010	10/1/2011	\$1,000,000 EACH CLAIM/ \$2,000,000 ANNUAL AGGREGATE FOR ALL PROJECTS.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES # (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: LEGACY DRIVE CORRIDOR - FINAL DESIGN AT PGBT

CERTIFICATE HOLDER	CANCELLATION
11297067 CITY OF PLANO PUBLIC WORKS & ENGINEERING DEPARTMENT P.O. BOX 860358 PLANO TX 75088-0358	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  <i>Ronald J. Foster</i>

ACORD 25 (2010/05)

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

10/1/2011

DATE (MM/DD/YYYY)  
6/9/2011

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 Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC # 16535
	INSURER B: American Guarantee and Liab. Ins. Co.	26247
	INSURER C:	
	INSURER D:	
	INSURER E:	

INSURED  
1000119 TRANSYSTEMS CORPORATION CONSULTANTS  
3030 LBJ FREEWAY, SUITE 900  
DALLAS TX 75234

COVERAGES TRASY01 PM CERTIFICATE NUMBER: 11297063 REVISION NUMBER: XXXXXXXX

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	ADJL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEVERABILITY <input checked="" type="checkbox"/> CLAUSE GENL AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	GLO3707153	10/1/2010	10/1/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	Y	BAP3707150	10/1/2010	10/1/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC3707150	10/1/2010	10/1/2011	<input checked="" type="checkbox"/> WS STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
RE: LEGACY DRIVE CORRIDOR - FINAL DESIGN AT PG&T. THE CITY OF PLANO, ITS ELECTED AND APPOINTED OFFICIALS, AGENTS, VOLUNTEERS, AND EMPLOYEES ARE ADDITIONAL INSUREDS AS RESPECTS TO GENERAL LIABILITY. THESE COVERAGES ARE PRIMARY AS REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY POLICY INCLUDES INDEPENDENT CONTRACTORS AND CONTRACTUAL LIABILITY AS DEFINED BY STANDARD ISO GL FORM CG0001. WAIVER OF SUBROGATION APPLIES WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER	CANCELLATION
11297063 CITY OF PLANO PUBLIC WORKS & ENGINEERING DEPARTMENT P.O. BOX 860358 PLANO TX 75086-0358	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  <i>Thomas J. Foster</i>

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**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of Transystems 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.

TRANSYSTEMS  
Name of Contractor  
By: [Signature]  
Signature  
GARRY KRAUS  
Print Name  
VICE-PRESIDENT  
Title  
6/20/11  
Date

STATE OF TEXAS

COUNTY OF DALLAS

SUBSCRIBED AND SWORN TO before me this 20<sup>th</sup> day of June, 2011.



[Signature]  
Notary Public, State of Texas