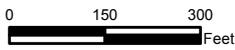
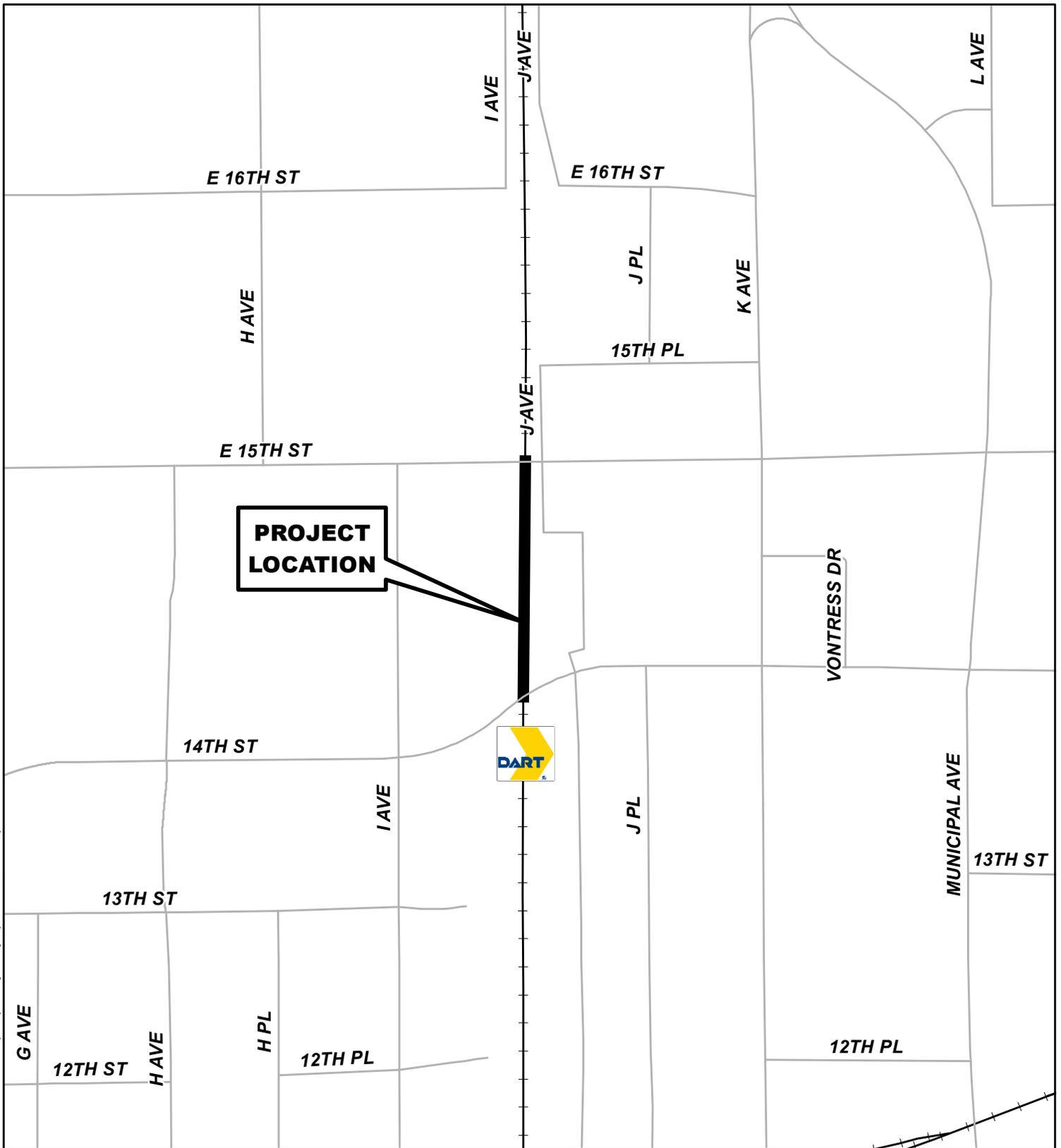




**CITY OF PLANO
COUNCIL AGENDA ITEM**

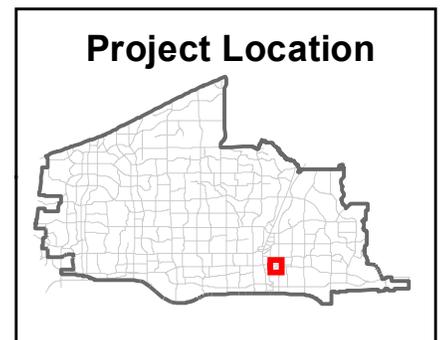
CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		09/08/14		
Department:		Engineering		
Department Head:		Jack Carr, P.E.		
Agenda Coordinator (include phone #): Kathleen Schonke (7198)				
CAPTION				
To approve a Professional Services Agreement by and between the City of Plano and Arredondo, Zepeda & Brunz, LLC. in the amount of \$65,679.00 for the 14 th /15 th Street DART Signal Cabinet Relocation 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:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
		TOTALS		
Budget	0	0	745,0000	745,0000
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	-65,679	-65,679
BALANCE	0	0	679,321	679,321
FUND(s): DART LOCAL ASSISTANCE PROGRAM				
COMMENTS: DART Local Assistance Funds will be allocated in the 2014-15 CIP for this project. This item, in the amount of \$65,679, will leave a project balance of \$679,321 available to relocate the control cabinet to Haggard Park from its current location.				
SUMMARY OF ITEM				
This agreement is for engineering services to prepare engineering design plans and specifications for relocating the existing DART train control cabinet approximately 200 feet north from its existing location to the southeast corner of Haggard Park.				
<u>TASK</u>	SERVICES	<u>ESTIMATED BUDGET</u>		
CONSTRUCTION DOCUMENTS.....		\$37,460.00		
DRAWING DEVELOPMENT.....		\$20,088.00		
CONSTRUCTION PHASE SERVICES.....		\$1,320.00		
PROJECT EXPENSES.....		\$5,650.00		
SPECIFICATION DEVELOPMENT.....		\$1,161.00		
TOTAL FEE		\$65,679.00		
List of Supporting Documents:		Other Departments, Boards, Commissions or Agencies		
Location Map		N/A		
Engineering Services Agreement				

sharif 6/24/2014 C:\Analysis\Projects\Engineering\Lloyd\06-24-14_DART\ProjectLocation.mxd



DART Signal Cabinet Relocation

June 2014
Source: City of Plano GIS Division



DART 14TH /15TH STREET TRAIN CONTROL CABINET RELOCATION PROJECT

PROJECT NO. 84199

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 **Arredondo, Zepeda, & Brunz, LLC**, a **TEXAS** Corporation, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Engineer to prepare construction plans, specifications, details and special provisions and to perform other related engineering services in connection with the **DART 14TH /15TH STREET TRAIN CONTROL CABINET RELOCATION 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: Lloyd E Neal P.E. / PTOE
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:

11355 McCree Road
Dallas, Texas 75238

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.

**ARREDONDO, ZEPEDA & BRUNZ,
LLC.**

A Texas Corporation

DATE: 8-27-14

BY: 
ALFONSO GARZA, PE, RPLS
PRESIDENT

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
City Manager

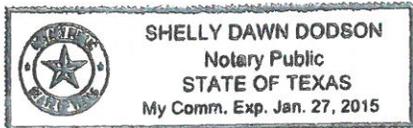
APPROVED AS TO FORM:

Paige Mims
City Attorney

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 27th day of August, 2014, by Alfonso P. Garza on behalf of Arredondo, Zepeda & Brunz, LLC, a TEXAS Limited Liability Company.



Shelly Dodson
Notary Public, State of Texas
Shelly Dodson

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 Engineering Services DART 15th St. CIH Relocation City of Plano, TX Engineering Dept.

AZ&B proposes to prepare construction documents for the City of Plano Engineering Department 15th street existing DART Control Instrumentation House (CIH) relocation. We understand that the purpose of the project is to relocate the existing CIH approximately 250' north of the present location within the Haggard Park parking lot.

To expedite the design and construction process, DART has already produced the easement, analyzed alternatives and determined the technically preferred alternative. DART WILL PERFORM THE FOLLOWING SERVICES: contingencies/emergency planning, system redundancy, system disconnection, system cutover, system testing, inspection, verification, commissioning, construction hazards evaluation and construction phase services.

AZ&B proposed various tasks to be included for planning, design, hazards contingency planning, construction services and commissioning with many tasks specifically deleted at DART's direction. AZ&B will perform the tasks not crossed out:

SERVICES TO BE PROVIDED BY THE ENGINEER

Task 1 — Project Management

- ◆ ~~Coordination with City of Plano Planning Dept.~~
- ◆ ~~Coordination with City of Plano Engineering Dept.~~
- ◆ ~~Coordination with City of Plano Public Works Dept.~~
- ◆ ~~Coordination with DART Engineering~~
- ◆ ~~Coordination with DART Systems O&M~~
- ◆ ~~Coordination with DART ROW Dept.~~
- ◆ ~~Interdisciplinary Coordination~~

Task 2 — Topographic and Right-of-Way Survey; Refer to Exhibit 1-A

Task 3 — Preliminary Investigation & Schematic Design:

- ◆ ~~Perform three (3) site visits~~
- ◆ ~~Coordinate with DART to obtain approval for and have required personnel present during site visits~~
- ◆ ~~Obtain existing City and DART record drawings and DART electronic files~~
- ◆ ~~Gather & review DART standard drawings and specs to be used in the project~~
- ◆ ~~Develop two conceptual layouts for comparison~~
- ◆ ~~Determine technically preferred alternative~~
- ◆ ~~Prepare Schematic Site Plan for technically preferred alternative~~
- ◆ ~~Develop OPCC for technically preferred alternative~~



Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

- ~~Conduct design review workshop with the City of Plano and DART to discuss technically preferred alternative and obtain concurrence~~

Task 4 – Construction Documents:

- Prepare cover sheet
- Prepare general notes sheet using DART Standards
- Prepare standard symbols and abbreviations sheet using DART Standards
- Prepare quantity summary sheets
- Prepare CIH site plan with plan elevations for trough/conduit, based on as-built elevations. Topographic survey is not included.
- AZ&B will develop ADA parking spaces relocation sheet based on Cities existing parking lot striping plan. City will provide existing parking lot as-built striping plan to be used as a base for the proposed design.
- SW3P summary sheet
- General TCP detour sheet (construction phasing plan layouts are not included)
- ~~Prepare CIH relocation detail sheets(s)~~
- ~~Prepare Street Traffic Detector, Controller, & Warning Light Detail Sheet(s)~~
- Prepare limited parking re-striping plan of 3 adjacent spaces to relocate ADA spaces. Assuming existing 4' wide ADA access way will be utilized.
- ~~Prepare SWPPP plan and detail sheets~~
- Prepare 90% OPCC
- Utilize DART standard specifications
- Prepare bid schedule per DART schedule
- City of Plano will provide updated front end documents (general conditions)
- ~~Develop project sequencing summary~~
- ~~Develop specifications concerning reuse of Signal Equipment/Cabling & New Cabling~~
- ~~Develop demolition specifications~~
- ~~Contingency planning~~
- ~~Write descriptions for CIH relocation and other non-standard bid items~~
- Include standard DART and City special provisions
- Submit 90% plans
- Attend two (2) design review meetings
- Respond to DART/City of Plano Comments on 90% submittal
- Revise 90% Plans
- Update OPCC
- Submit 100% plans
- Submit Final Signed and Sealed Plans
- Submit final electronic files (Microstation and pdf format)

Task 5 – Utility Coordination:

- ~~Attend three (3) utility coordination meetings at Plano Municipal Center~~
- ~~Prepare preliminary existing utility basemap using field survey and utility company redlines, provide to utility owners for review, and request as-builts~~
- ~~Update existing utility basemap to reflect utility owner comments~~



Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

- ~~Incorporate final existing utility basemap into design plans~~

Task 6 – Systems:

- ~~Prepare Systems Elements plan/profile sheet for Construction Documents~~
- Prepare CIH Wiring/Riser Diagram based on DART provided and verified Table summarizing Cable Replacement or Re-Use for Construction Documents

Task 7 – Structures:

- Bollards for Construction Documents
- Prepare CIH foundation plan for Construction Documents (if DART standards cannot be invoked based on geotechnical report findings)
- ~~Prepare Demolition Plan for Construction Documents~~
- Ballast wall penetration analysis for Construction Documents

Task 8 – Geotechnical:

- One bore and geotechnical report.

Task 9 – QA/QC:

- ~~QA/QC existing utility basemap~~
- ~~QA/QC Conceptual Layouts~~
- ~~QA/QC Technically Preferred Alternative Site Plan~~
- ~~QA/QC 90% Plan Submittal~~
- ~~QA/QC 100% Plan Submittal~~

Task 10 - Construction Phase Services:

- Coordinate with DART contractor RFI's. DART will provide responses.
- ~~Provide input during development of bid schedule~~
- ~~Attend pre bid meeting~~
- ~~Prepare addendums~~
- ~~Assist with RFIs~~
- ~~Attend bid opening~~
- ~~Assist with bid tabulations/bid proposal analysis~~
- ~~Attend pre construction meeting~~
- ~~Review Contractor submittals, shop drawing, product data sheets, test reports~~
- ~~Change management~~
- ~~Periodic construction observation (2 hr. observations twice per week for 80 days)~~
- ~~Construction monitoring (10 days)~~
- ~~Attend bi-weekly construction progress meetings~~
- ~~Review Contractor pay requests~~
- ~~Relocation/commissioning systems technical support~~
- ~~Post relocation functional test support/witness~~
- ~~Produce record drawings based on clear Contractor redlines~~
- ~~Punch list verification~~



Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

Deliverables:

- ~~Existing Utility Basemap to be incorporated into design plans~~
- ~~Conceptual layout of two (2) alternatives for consideration~~
- ~~Schematic Site Plan for Technically Preferred Alternative~~
- ~~OPCC for Technically Preferred Alternative~~
- 90% Review Submittal, including plans and OPCC (8 – 11 x 17 paper copies of plans and 8 sets of specifications)
- 100% (Final) PS&E Submittal, including plans and OPCC (8 – 11 x 17 paper copies of plans and 8 sets of specifications)
- Final signed and sealed plans
- Final electronic files (Microstation v8)
- ~~Final easement document for one (1) easement~~
- ~~Record drawings based on clear Contractor redlines~~

ITEMS TO BE PROVIDED BY THE CITY OF PLANO

- ~~Meeting facilities for utility coordination meetings and design review workshop/meetings)~~
- Roadway, drainage, and utility as-builts in the vicinity of the 15th St. crossing and Haggard Park parking lot will be made available by the City and picked up by AZ&B
- Traffic controller lights/wiring plans, as-builts, data needed
- Flasher controller plans, as-builts, data needed
- Existing Utilities information
- Existing parking lot as-builts, plans with dimensions to be utilized in AZ&B design.

CITY OF PLANO RESPONSIBILITIES

- ~~Meeting facilities for utility coordination meetings and design review workshop/meetings)~~
- Design services: traffic signal preemption
- Coordinate CIH relocation requirements and manage/supervise relocation with property Developer
- Contract front end documents (general conditions) to be utilized. Merging of DART and City front end documents/general conditions will not be required.

ITEMS TO BE PROVIDED BY DART

- Signed and sealed easement, already produced. Hard and electronic copies.
- Verification of available cable/troughs
- Verified table summarizing Cable Replacement Re-Use or New Cable (REFER TO FIGURE 2 AT THE END OF THE SCOPE)
- Design layout of troughs, junction box and CIH relocation area (REFER TO FIGURE 1). DART has verified which cables will be replaced and reused, associated cable turning



Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

radius is available with new troughs connecting to existing trough, placement of troughs below tracks is acceptable and trough capacity is available for new and existing cables.

- Electronic files for NC-5 line segment as required to show project area
- DART flagmen and Signals technicians as required throughout extended cutover, commissioning, and testing timeframes
- As-built drawings for project area
- Applicable standard drawings for inclusion in construction documents
- Existing Utilities information

DART RESPONSIBILITIES

- Alternative analyses, technically preferred alternative (REFER TO FIGURE 1)
- Pre and Post construction contingency planning, change management
- Survey file
- Cable Sequencing Summary and Construction Phasing
- Furnish materials to Contractor (cabling, cable trough, etc.) in order to reduce lead times and overall duration
- Coordinate CIH relocation requirements and manage/supervise relocation with property Developer
- Bus bridge service(s) between Bush Turnpike, Downtown Plano LRT, and Parker Road stations during extended cutover, commissioning, and testing
- Civil, systems, power verification, Inspection, testing, commissioning
- Systems cutover phasing plan
- Construction phase services

ASSUMPTIONS

- It is assumed that the existing CIH building and hardware will be relocated by others under DART's direction and supervision from the existing site to the new foundation pad, and that no new hardware or software will be needed.
- DART has directed that their design, standard specifications and contract forms will be used for the bid documents. DART and Plano will provide AZ&B a combined and synchronized general conditions to be used as the front end documents.
- DART CADD standards will be used for all plan sheets.
- Employees of AZ&B and/or our sub-consultants will have access and escort to the 14th St. and 15th St. CIHs for equipment verification.
- City of Plano standards can be used for civil related items
- Assumes that neither AZ&B nor Stantec would be responsible for any Contractor or Developer damage of City of Plano or DART existing facilities, infrastructure, cabling, or equipment
- Assumes that neither AZ&B nor Stantec would be responsible for any impact to DART LRT or City of Plano Traffic Operations due to Contractor or Developer work



Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

- ~~Direct costs included in the fee breakdowns include no more than two (2) one-week trips for a single Signal Engineer to travel to Dallas to support installation, inspection, and testing estimated as shown on Attachment 1-C.~~

SERVICES NOT INCLUDED IN SCOPE

These services may be added later for an additional fee.

- Deleted scope tasks in this document
- Topographic Survey, easements
- Subsurface Utility Engineering (SUE) is not included in this scope
- Construction phasing layouts, additional traffic control plan sheets. One traffic control plan detour sheet is included in the scope of work.
- Tree Surveys
- Landscape architectural design services
- Construction staking
- Environmental Investigation or assessment
- Detailed utility design other than DART electrical and systems conduits identified
- Drainage design or hydraulic modeling
- Site grading/parking lot regrading. Parking lot ADA paving sidewalk layout with new ramps and striping for entire parking lot.
- Upgrades to DART Signal design or any modifications to existing DART Signal hardware or software
- Updating of current City of Plano or DART record drawings to reflect improvements constructed as part of this project.
- Preparation of temporary and/or construction easements
- Real estate services or right-of-way negotiations
- Attendance at Public or City Council Meetings are not included in this scope
- Development of front end document, special provisions
- Revisions and associated change orders due to changes requested by the City of Plano, Contractor, or DART after submittal of final signed and sealed construction documents
- All construction services are excluded; it is assumed that others will be responsible for all construction tasks.
- Systems constructability/phasing plan, contingency/emergency/hazard planning, verification, testing, commission and inspection.

PROJECT SCHEDULE

- Construction Documents: 4 weeks

Final construction documents will be submitted on or before November 7, 2014, assuming NTP is issued by the City in August.

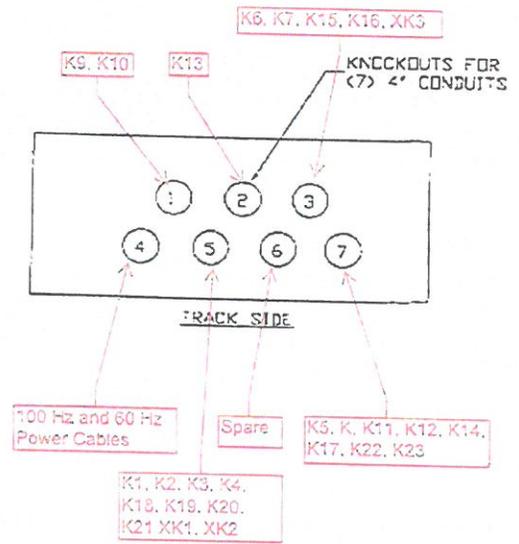


Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

FIGURE 2

15TH STREET (1079+35) AHCW CONDUIT CHART				
CONDUIT NO.	CABLE TYPE			CONDUIT SIZE
	NO.	TYPE	DESTINATION	
1	K9	17C (2C #6.8C #9.7C #14)	GATE G3 new	4"
	K10	17C (2C #5.8C #9.7C #14)	GATE G2 new	
2	K13	17C (2C #6.8C #9.7C #14)	GATE G1 re-use	4"
3	K6	2C #9	P2052 TRAIN STOP re-use	4"
	K7	5C #14	SIGNAL P2052 re-use	
	K15	5C #14	SIGNAL P2051R re-use	
	K16	2C #9	P2051R TRAIN STOP re-use	
	XK3	6C #12	TRAFFIC CONTROLLER new	
4		(2) #3 480V 100HZ POWER	14TH STREET AHCW new	4"
		(2) #3 480V 100HZ POWER	ABS CASE 1089-10 re-use	
		(2) #1 480V 50HZ POWER	ABS CASE 1088-10 re-use	
5	K1	2C #14 TW	TWC LOOP B4 re-use	4"
	K2	2C #14 TW	TWC LOOP B3 re-use	
	K3	2C #14 TW	TWC LOOP B2 re-use	
	K4	2C #14 TW	TWC LOOP B1 re-use	
	K18	2C #14 TW	TWC LOOP A1 re-use	
	K19	2C #14 TW	TWC LOOP A2 re-use	
	K20	2C #14 TW	TWC LOOP A3 re-use	
	K21	2C #14 TW	TWC LOOP A4 re-use	
	XK1	5 TWPR #19	ABS CASE 1089-10 re-use	
	XK2	5 TWPR #19	ABS CASE 1088-10 re-use	
6		SPARE	14TH STREET AHCW new	4"
7	K5	2C #6 TW	2112DI TRANSFORMER re-use	4"
	K8	2C #6 TW	2052T RELAY new	
	K23	2C #6 TW	2XDT TRANSMITTER re-use	
	K11	2C #6 TW	2XDT RECEIVER new	
	K12	2C #6 TW	1XDT RECEIVER new	
	K14	2C #6 TW	2001BT RELAY new	
	K14	2C #6	1XDT TRANSMITTER re-use	
	K17	2C #6 TW	2001CT TRANSFORMER re-use	
	K22	2C #6 TW	NEW ADDED TRACK CIRCUIT	
K23	2C #6 TW	NEW ADDED TRACK CIRCUIT		



MADE IN THE UNITED STATES OF AMERICA. THE MANUFACTURER OF THIS PRODUCT HAS ACCEPTED THE RESPONSIBILITY FOR THE QUALITY OF THE PRODUCT AND THE SAFETY OF THE USER. THE USER SHOULD READ THE INSTRUCTIONS CAREFULLY AND FOLLOW THEM EXACTLY. THE USER SHOULD ALSO READ THE SAFETY PRECAUTIONS AND FOLLOW THEM EXACTLY. THE USER SHOULD NOT ATTEMPT TO REPAIR OR MAINTAIN THIS PRODUCT UNLESS HE IS A QUALIFIED ELECTRICIAN. THE USER SHOULD NOT ATTEMPT TO REPAIR OR MAINTAIN THIS PRODUCT UNLESS HE IS A QUALIFIED ELECTRICIAN.

REV	DATE	DESCRIPTION	BY	CHK	APP
1					

AS-BUILT

HAVING CHECKED THIS SUBMISSION, WE CERTIFY THAT IT CONFORMS WITH THE ORIGINAL REQUIREMENTS OF THE CONTRACT IN ALL RESPECTS.

COMPANY NAME: MAED ELECTRIC CONSTRUCTION CO.

DATE: 01/27/01

PROJECT NAME: FAOCH #2ALPAB

TITLE: PROJECT ENGINEER

DATE: 01/27/01



MAED ELECTRIC CONSTRUCTION CO.
 100 WASHINGTON ST.
 BOSTON, MA 02135

UNION SWITCH & SIGNAL, INC.
 11700 N. 12TH ST.
 TUCSON, AZ 85749



DATE	1/27/01
BY	J. MAED
CHK	J. MAED
APP	J. MAED

CONTRACT SHEET NO. 17 OF 90

LIGHT RAIL TRANSIT SYSTEM
 NC-5 CONDUIT CHART
 1079+35 10+12
 AHCW HOUSE
 15" STREET
 AS-BUILT

CONTRACT C-98000042

REV 0

Exhibit B

Design documents shall be completed within four weeks of Notice to Proceed.

Exhibit C

Lump Sum Fee Summary

AZ&B Engineering Fee (Attachment A-1)	\$36,096.00
Stantec Engineering Fee (Attachment A-2)	\$29,583.00
Total Lump Sum Fee	\$65,679.00



Arredondo, Zepeda & Brunz, LLC.

TBPE Registration # F-10098

**City of Plano Engineering Dept.
Rate Proposal Breakdown for Professional Services**

Project Name:	15th St. CIH Relocation
Name of Firm/Subconsultant:	AZ&B
Date Proposal Submitted:	8/26/2014
Principal:	Alfonso P. Garza, PE

Position/Personnel Title	Project Manager	Senior Engineer	Project Engineer	EIT	Engineering Tech	CADD	Admin/ Clerical	Sr. RPLS	RPLS	Survey Crew- 2-man	Survey Crew- 3-man	Project Expenses	
Fully-Loaded Hourly Wage Rates	\$216.00	\$180.00	\$150.00	\$98.00	\$93.00	\$85.00	\$65.00	\$145.00	\$120.00	\$135.00	\$165.00		
Task to be performed/Phase Description	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours		Total Hours
Task 1 - Project Management													
Coordination with City of Plano Planning Dept.			0										0
Coordination with City of Plano Engineering Dept.		0	0										0
Coordination with City of Plano Public Works Dept.			0										0
Coordination with DART Engineering	0	0	0										0
Coordination with DART Systems O&M	0	0	0										0
Coordination with DART ROW Dept.			0										0
Total Hours:	0	0	0	0	0	0	0	0	0	0	0		0
Total Fee Proposal: Task 1	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Task 2 - Topographic and Right-of-Way Survey													
NOT INCLUDED							0						0
Task 3 - Preliminary Investigation & Schematic Design													
Perform site visit	0	0	0										0
Coordinate with DART to obtain approval for and have required personnel present during site visit		0											0
Obtain City of Plano record drawings			0										0
Obtain DART record drawings			0										0
Obtain DART electronic files			0										0
Develop two conceptual layouts for comparison	0	0	0		0								0
Determine technically preferred alternative	0	0	0										0
Prepare Schematic Site Plan for technically preferred alternative	0	0	0		0								0
Develop OPCC for technically preferred alternative	0	0	0										0
Conduct design review workshop with the City of Plano and DART to discuss technically preferred alternative and obtain concurrence	0	0	0		0								0
Total Hours:	0	0	0	0	0	0	0	0	0	0	0		0
Total Fee Proposal: Task 3	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Task 4 - Construction Documents													
Prepare cover sheet		1	1		3	3							8
Prepare general notes sheet using DART Standards	1	1	4		2	2							10
Prepare standard symbols and abbreviations sheet using DART Standards		1	2		4	4							11
Prepare one quantity summary sheet		1	6		0	4							11
Prepare CIH Site Plan, with plan view only, no profile for trough/conduit	1	2	8		7	7							25
Profile for constructability review (not be submitted)	1	6	8		4	4							23
Prepare limited parking re-striping plan of 3 adjacent spaces to relocate ADA spaces	0	2	8		4	4							18
ADA compliance review		4	8		4	4							20
Prepare TCP detour sheet		2	4		4	4							14
Prepare SWPPP summary sheet		2	0	0	3	3							8
Prepare 90% OPCC	1	2	8		8								19
<i>Specifications and Contract Documents</i>													
Prepare STANDARD SPECS	1	2	8		8	8							27
Prepare bid schedule		2	4		4	4							14
Prepare contract documents based on DART standard specifications and contract forms													0
Write descriptions for CIH relocation and other non-standard bid items	0	0	0										0
Write contract special provisions	0	0	0										0

Submit 90% Plans			2					4						6
Attend 2 Design Review Meetings	0	0	0											0
Respond to DART/City of Plano Comments on 90% submittal	1	3	4											8
Revise 90% Plans	1	1	6		5	5								18
Update OPCC	1	1	4											6
Submit 100% plans	1		2					4						7
Submit Final Signed and Sealed Plans	1	2						4						7
Submit final electronic files (Microstation and pdf format)			2		2									4
Total Hours:	10	37	87	0	62	56	12	0	0	0	0	0	0	264
Total Fee Proposal: Task 4	\$2,160.00	\$6,660.00	\$13,050.00	\$0.00	\$5,766.00	\$4,760.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$33,176.00
Task 5 - Utility Coordination														
Attend three (3) utility coordination meetings at Plano Municipal Center	0	0	0											0
<i>Utility owners will provide as-builts and/or redlines</i>														0
Review as-builts and/or redlines provided	0	0	0											0
Reconcile differences between topographic survey and as-built data	0	0	0											0
Prepare existing utility basemap	0	0	0		0									0
<i>Existing utility basemap will be provided to utility owners for review</i>														0
Update existing utility basemap to reflect utility owner comments	0	0	0		0									0
<i>Final utility basemap will be provided to utility owners for concurrence</i>														0
<i>Note: Survey and utility coordination will be done concurrently with preliminary design to expedite the design process</i>														0
Total Hours:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Fee Proposal: Task 5	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 6 - Systems														
See attachment A-2	0	0	0	0	0									0
Total Hours:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Fee Proposal: Task 6	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 7 - Structures														
See Attachment A-2														
Task 8 - Geotechnical														
See Attachment A-2														
Task 9 - QA/QC														
QA/QC existing utility basemap	0	0	0											0
QA/QC Conceptual Layouts	0	0	0											0
QA/QC Technically Preferred Alternative Site Plan	0	0	0											0
QA/QC 90% Plan Submittal	0	0	0											0
QA/QC 100% Plan Submittal	0	0	0											0
Total Hours:	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Fee Proposal: Task 9	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Task 10 - Construction Phase Services														
Attend pre-bid meeting	0	0	0											0
Prepare addendums	0	0	0											0
Coordinate RFIs with DART	0	4	4											8
Attend bid opening		0	0											0
Assist with bid tabulations	0	0	0											0
Attend pre-construction meeting	0	0	0											0
Review Contractor submittals	0	0	0	0										0
Periodic construction oversight (2 hr. observations twice per week, 16 site trips total)	0	0	0											0
Attend bi-weekly construction progress meetings, total of 8 meetings	0	0	0											0
Review Contractor pay requests	0	0	0											0
Produce record drawings based on clear Contractor redlines	0	0	0		0									0
Total Hours:	0	4	4	0	0	0	0	0	0	0	0	0	0	8
Total Fee Proposal: Task 10	\$0.00	\$720.00	\$600.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,320.00
Project Expenses														
Reproduction and Travel Expenses													\$ 1,600.00	
Total Lump Sum Fee:	\$2,160.00	\$7,380.00	\$13,650.00	\$0.00	\$5,766.00	\$4,760.00	\$780.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,600.00	\$36,096.00

Attachment A-2

Stantec		Stantec Consulting Services Inc. Labor & Expenses Proposal		Job No.: 1981XXXXX	Client: AZ&B (City of Plano)	Project: 15th Street CIH Relocation Design	Date: 8/26/2014	Rev: 5			
Item	Description	Comments / Estimate Basis	Qty	Principal-In-Charge (Koramin Chya PE)	Sr. Systems Engineer (Chris Bosse)	Signaling Engineer (Zack Taylor)	Sr. Structural Engineer (Eduardo Ugarte PE)	Project Administrator (Peggy Boole)	CADD (IBD)	Total	
1.0	Mobilization and Project Administration										
1.1	Gather & review standard specs/drawings/as-builts for Tech Exhibit		0		1					0	
1.2	Site Walk		0		2		2			0	
1.3	Client/Third-party (DART) coordination meetings/call		0		1	1	1			0	
1.4	Design Workshop w/ City of Plano & DART		0		4		4			0	
1.5	Project Administration		0	2				2		0	
	Subtotal hours			0	0	0	0	0	0	0	
2.0	Specification Development										
2.1	Statement of Work		0							0	
2.1.a	Project Sequencing Requirements		0		1	1	1			0	
2.1.b	Reuse of Signal Equipment/Cabling & New Cabling		0		1	1				0	
2.1.c	House Relocation Details (including equip protection/removal)		0			4				0	
2.1.d	Contingency Planning		0		1	1				0	
2.1.e	Street Traffic Detector, Controller, & Warning Light Details		0		2	2				0	
2.1.f	Demolition		0				1			0	
2.2	QA/QC (90% + 100%)		0		2	2	2	2		0	
2.3	Interdisciplinary Coordination and Review (90% + 100%)		0		1	1	1	1		0	
2.4	Submittal Preparation & Production (90% + 100%)		0		1			1		0	
2.5	Plano/DART Design Review Mtg. & Comment Incorporation for Final		0	1	2	2	2			0	
2.6	Provide Input during development of Solicitation Bid Schedule		1		1		1			2	
2.7	Provide Input on Special Provisions and other Front End Documents		1		2		2			4	
	Subtotal hours			0	3	0	3	0	0	6	
3.0	Drawing Development										
3.1.a	General Notes / Scope of work		1		4	4	4		8	20	
3.1.b	Protective Bollard Design		1				6		8	14	
3.1.c	CIH Foundation Plan		1				12		8	20	
3.1.d	Demolition Plan		0				8		8	0	
3.1.e	Balloon Wall Penetration(s)		1				10		8	18	
3.1.f	CIH Wiring/Riser Diagram		1			4			8	12	
3.2	QA/QC (90% + 100%)		1		2	2	2	2	4	12	
3.3	Interdisciplinary Coordination and Review (90% + 100%)		1	1	2	2	2	2	2	11	
3.4	Submittal Preparation and Production (90% + 100%)		1		1			1		2	
3.5	Plano/DART Design Review Mtg. & Comment Incorporation for Final		1	1	2	2	2		4	11	
3.6	Opinion of Probable Cost of Construction for Assigned Scope		1		2	2	2			6	
	Subtotal hours			2	13	16	40	5	50	126	
4.0	Bid Support										
4.1	Respond to RFIs Related to Assigned Scope		0			2	2			0	
4.2	Attend Pre-Bid Meeting		0	1	1		1			0	
4.3	Proposal(s) Analysis & Recommendation		0	1		2	2			0	
	Subtotal hours			0	0	0	0	0	0	0	
5.0	Construction Phase Services										
5.1	Submittal/Shop Drawing/Product Data Sheet/Test Report review		4			2	2			16	
5.2	Respond to RFIs Related to Assigned Scope		4			1	1			8	
5.3	Change Management		0		1	1	1			0	
5.4	Construction Coordination Meetings		0		1	1	1			0	
5.5	Construction Mentoring		0		2	40	40			0	
5.6	Relocation / Commissioning Systems Technical Support		0		2	4				0	
5.7	Post-Relocation Functional Test Support / Witness		0		2	40				0	
5.8	As-built Review		0			2	2		1	0	
5.9	Punchlist Verification		0		2	2	2			0	
	Subtotal hours			0	0	12	12	0	0	24	
TOTAL HOURS					2	16	28	55	5	50	156
LABOR RATE				Rate Table 1	\$259.00	\$165.00	\$135.00	\$222.00	\$107.00	\$117.00	
LABOR TOTAL					\$518.00	\$2,640.00	\$3,780.00	\$12,210.00	\$535.00	\$5,850.00	
EXPENSES (Travel)											
EXPENSES (Geotechnical Subconsultant - (1) boring and report)							\$3,800.00				
EXPENSES (Document Production)									\$250.00		
TOTAL ESTIMATED COST					\$518.00	\$2,640.00	\$3,780.00	\$16,010.00	\$535.00	\$6,100.00	\$29,583.00

KEY ASSUMPTIONS AND EXCLUSIONS:

Assumes DART will make available all applicable as-built and standard drawings and standard specifications for incorporation into the bid documents
 Assumes DART Systems Standard Drawings and Specifications shall be referenced/invoked whenever applicable to describe standard details and materials
 Assumes Stantec will have access and escort to 14th and 15th Street signal houses (if necessary) for equipment verification
 Assumes AZ&B will be responsible for complete design consolidation, packaging, production, reproduction, and submittal to City of Plano and DART
 Assumes AZ&B will be responsible for all underground ductwork, conduit, manhole, handhole, and stub-up design with input on locations and capacities from Stantec
 Assumes that neither AZ&B nor Stantec are responsible for any Contractor or Developer damage of City of Plano or DART existing facilities, infrastructure, cabling, or equipment
 Assumes that neither AZ&B nor Stantec are responsible for any impact to DART LRT or City of Plano Traffic Operations due to Contractor or Developer work

Attachment A-2

		Stantec Consulting Services Inc. Labor & Expenses Proposal								
		Job No.: 1981XXXXX Client: A2&B (City of Plano) Project: 15th Street CIH Relocation Design Date: 8/26/2014								Rev: 5
Item	Description	Comments / Estimate Basis	Qty	Principal-in-Charge (Korosh Olyal PE)	Sr. Systems Engineer (Chris Boase)	Signaling Engineer (Zack Taylor)	Sr. Structural Engineer (Eduardo Ugarte PE)	Project Administrator (Feggy Boote)	CADD (TBD)	Total

Assumes two (2) Design packages (90% and 100%) consisting of:

- 8 Sets half-size (11"x17) drawings
- 8 Sets project specific specifications/statement of work
- 1 Set Fullsize, Sealed Mylar Drawings (Final submittal only)
- 1 Electronic Copy (CDROM) of all Developed Construction Documents

Excludes all mobilization, site survey, project management services
 Excludes review and recommendation of Contractor bids
 Excludes all Bid Support services
 Excludes all field support for installation monitoring or testing
 Excludes travel for a single Signal engineer to travel to Dallas, TX to support installation inspection and testing
 Excludes current City of Plano or DART as-built drawing development or updating
 Excludes development of any procurement specifications, boilerplate, or exhibits other than Special Provisions and Bid Schedule, which Stantec will provide input on assigned scope
 Excludes field survey services and overall Site Plan design
 Excludes any Landscape Architectural design services, if landscaping chosen to screen relocated signal house or repair displaced existing landscaping
 Excludes Real Estate services; assumes an easement grant or other agreement between City of Plano and DART will be coordinated by Others
 Excludes any and all construction services; assumes Others will be responsible for all construction tasks
 Excludes revisions and the associated change orders due to Owner-requested changes once Final design is submitted

EXHIBIT "D"
ENGINEERING

INSURANCE

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

1. General Insurance Requirements:

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

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

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

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

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

- 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.
- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Engineer's Insurance – Claims Made

Professional Errors and Omissions

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

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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

- 17. Garage Liability \$ _____ BI & PD each occurrence
- 18. Garagekeepers' Legal \$ _____ - Comprehensive
- 19. Owners Protective Liability \$ _____ - 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.



CERTIFICATE OF LIABILITY INSURANCE

5/20/2014

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 INSURANCE PRO'S AGENCY, INC. 11816 Inwood Road #10 Dallas, TX 75244 J Michael Donlon, Agent		CONTACT NAME PHONE (A/C No. Ext): (214) 922-8804 FAX (A/C No.): (855) 568-6433 E-MAIL ADDRESS: insurpros@yahoo.com																						
INSURED Arredondo, Zepeda & Brunz, LLC 11355 McCree Road Dallas, Tx 75238 214-341-9900		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>(CNA) Transportation Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B</td> <td>Hartford Accident & Indemnity Co.</td> <td></td> </tr> <tr> <td>INSURER C</td> <td>Continental Casualty Company</td> <td></td> </tr> <tr> <td>INSURER D</td> <td>(CNA) Valley Forge Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER E</td> <td></td> <td></td> </tr> <tr> <td>INSURER F</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	(CNA) Transportation Ins. Co.		INSURER B	Hartford Accident & Indemnity Co.		INSURER C	Continental Casualty Company		INSURER D	(CNA) Valley Forge Ins. Co.		INSURER E			INSURER F		
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COVERAGES: CERTIFICATE NUMBER: 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.

NSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PMT 5095145202	3/1/14	8/29/14	EACH OCCURRENCE 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 - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY/AUTO ALLOWED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			46 UEC ZF4274	3/1/14	8/29/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			CUP 5095145233	3/1/14	8/29/14	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
D	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	5095145247	3/1/14	8/29/14	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab.			AEH 11 377 00 58	08/29/13	08/29/14	\$5,000,000. Per Claim \$5,000,000. Aggregate Retro Date: 8/29/1992

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: TxDOT CSJ No.: 1401 Green, Greenville, TX-TW K Reconstruct

CERTIFICATE HOLDER For Information Purposes Only	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 

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ACORD25 (2013/04)

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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 Arredondo, Zepeda & Brunz, LLC (AZ&B), and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of AZ&B 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.

Arredondo, Zepeda & Brunz, LLC

Name of Consultant

By:

Alfonso P. Garza
Signature

ALFONSO P GARZA
Print Name

PRESIDENT
Title

8-27-14
Date

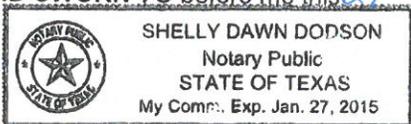
STATE OF TEXAS

§

COUNTY OF DALLAS

§

SUBSCRIBED AND SWORN TO before me this 27th day of August, 2014.



Shelly Dawn Dodson
Notary Public, State of Texas

Shelly Dawn Dodson

Engineering Services Agreement
DART 14th - 15th Street Train Control Cabinet Relocation Project
Project No. 84199

Exhibit E