CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY	
☐ Consent ☐ Regular ☐ Statutory	
Council Meeting Date:	7/22/13
Department:	Engineering
Department Head:	Gerald P. Cosgrove
Agenda Coordinator (include phone #):	**Kathleen Schonne (7198)** **(Project No. 6352)**

CAPTION

To approve an Architectural Services Agreement by and between the City of Plano and Brinkley Sargent Architects, in the amount of $621,640, for Oak Point Recreation Center Expansion and Renovation; and authorizing the City Manager or his authorized designee to execute all necessary documents.

FINANCIAL SUMMARY

☐ NOT APPLICABLE ☐ OPERATING EXPENSE ☐ REVENUE ☒ CIP

FISCAL YEAR: **2012-13**	**Prior Year (CIP Only)**	**Current Year**	**Future Years**	**TOTALS**
Budget	0	633,000	6,000,000	**6,633,000**
Encumbered/Expended Amount	0	0	0	**0**
This Item	0	-621,640	0	**-621,640**
BALANCE	**0**	**11,360**	**6,000,000**	**6,011,360**

FUND(S): RECREATION FACILITIES CIP

COMMENTS: Funds are included in the FY 2012-13 Recreation Facilities CIP. This item, in the amount of $621,640, will leave a current year balance of $11,360 for the 09 Oak Point Rec Center Expansion project.

STRATEGIC PLAN GOAL: Obtaining architectural services to review the current facility and design desired enhancements relates to the City's Goals of Financially Strong City with Service Excellence and Great Neighborhoods – 1st Choice to Live.

SUMMARY OF ITEM

This agreement with Brinkley Sargent Architects is for design of the Oak Point Recreation Center Expansion and Renovation. The contract fee is $621,640 and is detailed as follows:

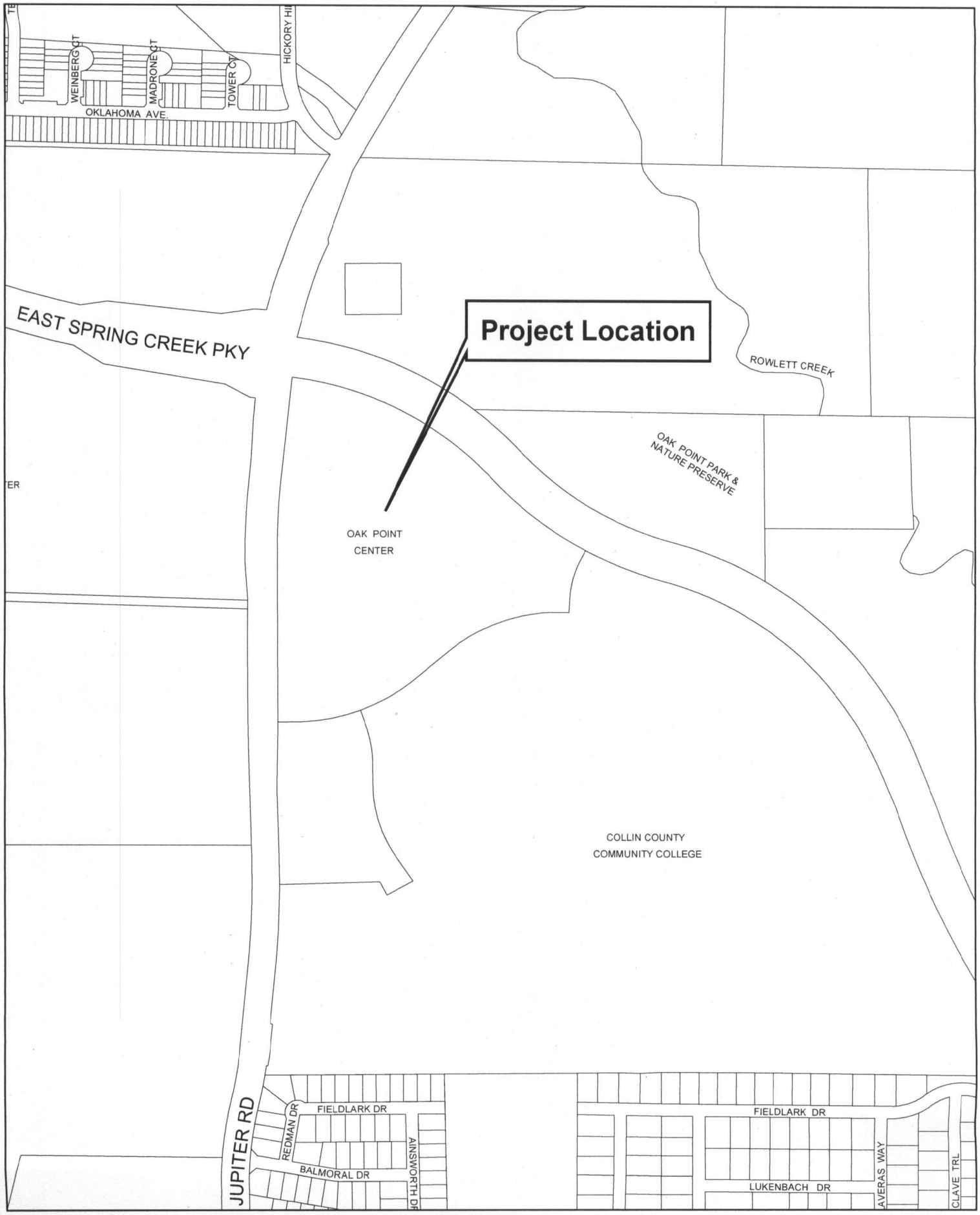
Evaluation of Current Conditions	$ 9,300
Design	$596,340
Deliverables - Drawings, CADD, etc.	$ 16,000
TOTAL	$621,640

The scope of design will address expansion of the cardio/workout area, deficiencies in the locker rooms, and additional interior and exterior enhancements to the existing facility.

Funding is available from the Recreation Center CIP. Staff feels the fee is reasonable for this project, estimated to cost $6,000,000.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
Location Map, Architectural Services Agreement	N/A

Oak Point Recreation Center



Location Map

7/11/2013

OAK POINT RECREATION CENTER EXPANSION AND RENOVATION

PROJECT NO. 6352

ARCHITECTURAL 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 **BRINKLEY SARGENT ARCHITECTS**, a **TEXAS** Corporation, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

W I T N E S S E T H:

WHEREAS, the City desires to engage the services of the Architect to prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **OAK POINT RECREATION CENTER EXPANSION AND RENOVATION** located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such architectural 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 Architect

The City hereby agrees to retain the Architect to perform professional architectural services in connection with the Project. Architect agrees to perform such services in accordance with the terms and conditions of this Agreement.

II. Scope of Services

The parties agree that Architect 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 Architect 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 Architect, 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 Architect 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 Architect and available in City's files.

VI. Insurance

Architect agrees to meet all insurance requirements, and to require all consultants who perform work for Architect to meet all insurance requirements, as set forth on Exhibit "D", which is attached hereto and thereby made a part of this Agreement.

Architect agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Architect shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Architect'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 ARCHITECT 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 ARCHITECT'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 ARCHITECT, 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 ARCHITECT 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 ARCHITECTS. 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.

ARCHITECT 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 ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT 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 ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect 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 Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect 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 Architect 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 Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect 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 Architect 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 Architect shall execute the affidavit shown in Exhibit "E". Architect 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 Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect 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. Architect's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Architect in connection with the Project represent the best judgment of Architect as a design professional familiar with the construction industry, but that the Architect does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Architect.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect 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, Architect 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 Architect'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, Architect 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
P.O. Box 860358
Plano, TX 75086-0358
Attn: James Razinha, P.E.
Facilities Manager

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

Brinkley Sargent Architects
5000 Quorum, Suite 600
Dallas, Texas 75254
Attn: Dwayne Brinkley
Chairman of the Board

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 Architect, 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.

BRINKLEY SARGENT ARCHITECTS
A Texas Corporation

DATE: July 5, 2013

BY: _____
Dwayne Brinkley
CHAIRMAN OF THE BOARD

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 5 day of July, 2013, by **DWAYNE BRINKLEY, CHAIRMAN OF THE BOARD** of **BRINKLEY SARGENT ARCHITECTS,** a **TEXAS** corporation, on behalf of said corporation.

Gay N. Sherbert
Commission Expires
09-27-2016

Gay N. Sherbert
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of July, 2013, 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

The scope of Architectural and Engineering services for this project involves two areas of service.

TASK ONE – Determination of Existing Facility

1.1 Buildings and Site Audit

1.1.1 Complete an on-site visual observation of the facility and site and prepare a commentary on the existing systems:

- Structural Condition of Existing
- Architectural Condition

1.2 Conduct on-site audit of MEP systems to determine condition and manufacturer's models etc. This information to be used in development of MEP systems.

1.3 Utilize existing CAD document files of A/E components including floor plans, exterior elevations, and interior elevations.

1.4 Accessibility audit of the existing building will include an on-site walk through of the facility and note accessibility deficiencies as well as documenting those elements in a written report supported by photographs.

1.5 Preparing a topography map of the existing site. This will document improvements located in and adjacent to expansion zone.

TASK TWO – A/E SERVICES

2.1 Develop architectural/engineering documents based upon agreed upon scope of work. For this contract purposes the value of the assumed scope of work is noted below in B, C, and E.

A. **Development of Options**
This scope includes development of conceptual options in order to determine what scopes of work will be included in this contract.

B. **Expansion**
A $3,100,000, 2 Level expansion of approximately 10,000 SF to the existing facility. Should this scope be increased by more than 10%, fees for this work shall be equitably adjusted.

C. **Renovations**
Exact renovations to be determined by the scope described in A. Estimated value of renovations is $1,500,000 and includes but not limited to reworking of existing toilet/lockers on pool level, adding elevated seating in natatorium area, addressing air movement issue in gymnastics, treatment of indoor and outdoor pool decks, and numerous miscellaneous scopes. Fee based upon total renovations not exceeding $1,500,000.

D. **Roof Top Mechanical Replacement Solutions**
Specifications for replacement of rooftop mechanical as directed. The replacement would be managed by the City in a separate contract. Services for this scope is selection of replacement equipment only and does not include ducting or control systems.

E. **Aquatic Component Replacement**
This scope includes replacement of play elements at outdoor pool and replacement of filtration systems for main indoor pool. Assumed value is $450,000. Aquatic scope does not include spray pad.

Basic services include all architectural/engineering work from design through construction administration of project. Work shall be phased in order to maintain secure uninterrupted use of facility.

Because of the nature of this renovation work we have sought to address the normal requirements for this project and have sought to exclude scopes of work not normally expected. Items excluded from contract include:

A. Identifying or removal of hazardous material

B. Any new utility taps which assumes existing utilities have capacity.

C. No LEED Certification on building.

D. No rezoning required.

E. Excludes structural review of existing structure for defects or remedial work to structure.

F. IT and Security Systems shall be extensions of existing systems and will not require engineering of new systems.

G. Landscape Architecture

H. Construction Administration Service extending past 12 months

I. Selection and Procurement of Furniture, Fixtures and Equipment

J. Parking Area Improvements

K. Spray Pad Design

2.2 Supplemental Scope of Work

2.2.1 COST ESTIMATING SERVICES
Services include preparing an initial conceptual cost estimate and detail cost estimates at design development phase and update at completion of construction documents.

2.2.2 CIVIL ENGINEERING
Provide civil engineering services including site horizontal control, grading plans, storm water pollution prevention plan (SW3P), utility coordination, and construction administration.

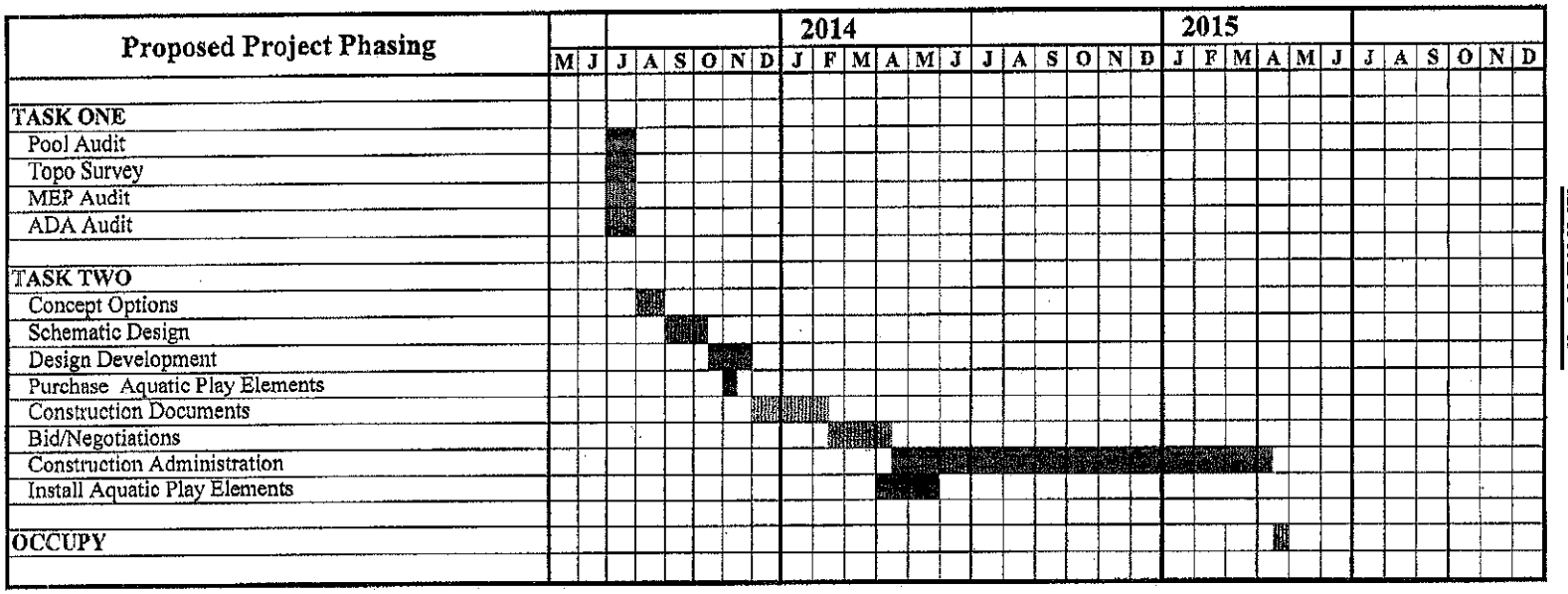
2.2.3 STATE REVIEW FOR TAAS ACCESSIBILITY REQUIREMENTS
Review of existing facility for violations and review of documents by state approved firm for conformance. Site visits for substantial completion and final state required inspection are included. All State of Texas required submittal fees are included in this contract.

2.2.4 AS BUILT DRAWING
Documenting changes in contract as well as notes provided by contractor and issuing record as-builts in format required by the city.

Scope of work is based upon a 12 month construction duration. If project construction is extended past this period through no fault of the Architects, Architect shall be paid $3,800 per month (or portion thereof) for such extension.

EXHIBIT "B"

Preliminary Project Schedule
Plano Oak Point Recreation Center Expansion/Renovation
June 9, 2013



1 week for pricing allowed after SD and DD phases.

EXHIBIT "C"

OAK POINT RECREATION CENTER EXPANSION AND RENOVATIONS
FEE SUMMARY

TASK ONE			
1.1	Evaluation of current facility by MEP,Strl,Arch	$ 7,500.00	
1.2	Civil Topographic Survey for Expansion Area Location	$ 1,800.00	
Subtotal			*$ 9,300.00*
TASK TWO			
2.1	Basic Architectural Engineering Services/Reimbursables	$ 581,000.00	
2.2	Supplemental Services		
2.2.1	Cost Estimating	$ 12,200.00	
2.2.2	Civil Engineering	$ 6,500.00	
2.2.3	TAAS Accessibility	$ 3,400.00	
2.2.4	Record As- Built Drawings	$ 6,000.00	
2.2.5	Coordination of Supplemental Services	$ 3,240.00	
Subtotal			*$ 612,340.00*

Included in Base Fee ($16,000)
Printing / Plotting / Scanning / Deliveries / Communications
Schematic Design (4 sets)
Design Development (4 sets)
Construction Documents Check Set (2 sets)
Bidding/Negotiations Documents (Reimbursed by Contractors)
Construction Administration (1 as-built set of documents)
Project Related Travel

Total Fees and reimbursables ***$ 621,640.00***

EXHIBIT "D"

ARCHITECTURE

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 Architect (hereinafter called "Architect") shall not start work under this contract until the Architect 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 Architect 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 Architect 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 Architect'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 Architect 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 Architect 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 Architect 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 Architect, and the Architect 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 Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. <u>Architect's Insurance - "Occurrence" Basis:</u>

2.1 The Architect 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 Architect 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 Consultant's Insurance – Claims Made

Professional Errors and Omissions

The Consultant 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

ARCHITECTURE

City of Plano - Insurance Checklist

("X" means the coverage is required.)

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

___ 18. Garagekeepers' Legal $_____- Comprehensive
$_____- Collision

___ 19. Owners Protective Liability $500,000 Combined single limits

_X_ 20. City named as additional insured on General Liability policy. This coverage is primary to all other coverages the City may possess.

_X_ 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

_X_ 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.

_X_ 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).

_X_ 24. The Certificate must state project title and project number.

_X_ 25. Other Insurance Required:

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare that I am authorized to make this statement on behalf of Brinkley Sargent Architects and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Brinkley Sargent Architects 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.

Brinkley Sargent Architects
Name of Consultant

By: _____
Signature

DWAYNE M BRINKLEY
Print Name

CHAIRMAN
Title

July 5, 2013
Date

STATE OF TEXAS §
§
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 5 day of July, 2013.

Gay N. Sherbert
Commission Expires
09-27-2016

Notary Public, State of Texas