CITY OF PLANO
COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY

Consent ☐ Regular ☐ Statutory ☐

Council Meeting Date: 1/26/15
Department: Parks and Recreation
Department Head: Amy Fortenberry

Agenda Coordinator (include phone #): Susan Berger (7255)

CAPTION
Approval of a Landscape Architecture Services Agreement by and between the City of Plano and David McCaskill Design Group in the amount of $98,360 for design services for Jack Carter Park Renovation and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

<table>
<thead>
<tr>
<th>FISCAL YEAR: 2014-15</th>
<th>Prior Year (CIP Only)</th>
<th>Current Year</th>
<th>Future Years</th>
<th>TOTALS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget</td>
<td>1,393,872</td>
<td>1,576,128</td>
<td>0</td>
<td>2,970,000</td>
</tr>
<tr>
<td>Encumbered/Expended Amount</td>
<td>-1,393,872</td>
<td>-599,964</td>
<td>0</td>
<td>-1,993,836</td>
</tr>
<tr>
<td>This Item</td>
<td>0</td>
<td>-98,360</td>
<td>0</td>
<td>-98,360</td>
</tr>
<tr>
<td>BALANCE</td>
<td>0</td>
<td>877,804</td>
<td>0</td>
<td>877,804</td>
</tr>
</tbody>
</table>

FUND(s): PARK IMPROVEMENTS CIP

COMMENTS: Funding for this item is available in the 2014-15 Park Improvements CIP. This item, in the amount of $98,360, will leave a current year balance of $877,804 available for further improvements within the Plano Park System.

STRATEGIC PLAN GOAL: Obtaining professional services to renovate and improve existing Plano Parks relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This Landscape Architecture Services Agreement is for the renovation of the existing pool site at Jack Carter Park. The former pool site is within the current FEMA flood zone and is no longer suitable for the location of a pool. This area of the park will be redesigned to have a new all-inclusive playground, pavilion, grills, gathering area, small pond, and will utilize the existing restrooms and parking lot.

The estimated construction cost for this project is $820,000. The total design fee is $98,360 and includes basic design services, surveying, site plan, Texas Accessibility Standards compliance, and reimbursable expenses. The total design fee is 11.9 percent of the estimated construction budget for the project. The design fee includes a significant number of meetings with adjacent residents.

David McCaskill Design Group was selected from the 2013-14 list of qualified consultants for Landscape Architecture Services for the design of Jack Carter Pool. Work at the existing pool should be coordinated with the new pool.
Project Location Map:
http://goo.gl/maps/dftxN

<table>
<thead>
<tr>
<th>List of Supporting Documents:</th>
<th>Other Departments, Boards, Commissions or Agencies</th>
</tr>
</thead>
<tbody>
<tr>
<td>Location Map</td>
<td></td>
</tr>
<tr>
<td>Landscape Architect Services Agreement</td>
<td></td>
</tr>
</tbody>
</table>

REV May 2013
Location Map
Jack Carter Park

Jack Carter Park

0.2 0.1
Miles

INDEPENDENCE PKWY
MAUMELLE DR
SAN SIMEON WAY
ROUNDRock TRL
WEST SPRING CREEK PKWY
CUSTER RD
CUMBERLAND TRL
LEGACY DR
OLD ORCHARD DR
CUmBERLanD TRl

Plano
City of Excellence
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 DAVID MCCASKILL DESIGN GROUP, a TEXAS Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the JACK CARTER PARK RENOVATION project 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 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 contract modifications orders 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 THE ARCHITECT'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ARCHITECT EXERCISES CONTROL'S, NEGLIGENCE, INTENTIONALLY TORTIOUS CONDUCT, INFRINGEMENT UPON INTELLECTUAL PROPERTY RIGHTS, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE 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  
Parks Department  
Attn: Liz Del Turco  
P.O. Box 860358  
Plano, TX 75086-0358

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

David McCaskill Design Group  
Attn: David McCaskill, President  
620 East Southlake Boulevard  
Southlake, TX 76092

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.

DATE: 12-29-14

BY: ____________________________
David McCaskill
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 TARRANT §

This instrument was acknowledged before me on the 29th day of December, 2014, by DAVID MCCASKILL, PRESIDENT of DAVID MCCASKILL DESIGN GROUP, a TEXAS corporation, licensed to do business in the State of Texas, on behalf of said corporation.

STATE OF TEXAS §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the ____ day of ____________, __________, 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
EXHIBITS “A”, “B”, and “C”
December 17, 2014

Ms. Liz Del Turco – Project Manager
City of Plano Parks and Recreation Department
P.O. Box 860358
Plano, TX 75086-0358

Re: Proposal for Landscape Architectural Services
Jack Carter Existing Pool Site Re-Development
Plano, Texas
Agreement between Client and Landscape Architect

Dear Liz:

The david mccaskill design group is pleased to submit this proposal to provide Site Development Services for the above referenced project.

Exhibit A – Scope of Work

The LANDSCAPE ARCHITECT shall provide the following basic services:

GENERAL DESCRIPTION: Site Development Services could include the following proposed improvements:

- All-inclusive Playground
- Paved plaza area and additional walkways
- Fishing lake fed with well water
- Pre-manufactured pavilion with grills
- Decorative trellis
- Site lighting
- Landscape planting
- Irrigation system
- Water and sewer service upgrades
- Storm drainage system
- Electrical service upgrades
- Potential security fencing or barrier between the playground and Maumelle Drive
- Reuse of the existing restrooms

The CLIENT plans to remove the existing pool, playground and all associated amenities, except the Restroom portion of the bathhouse and redevelop the site with the improvements noted above. The anticipated construction cost for the listed improvements is $820,000, which includes a
$70,000 contribution from the Rotary Club for the all-inclusive playground.

Site Development Services shall include the following tasks:

1.01 PRE-DEVELOPMENT PHASE SERVICES

- Prepare a code analysis and ordinance review for governing authorities having jurisdiction over this project and provide a written copy to the CLIENT.
- A pre-development kickoff meeting will be held to introduce the design team to the City staff associated with the project; to further define the CLIENT'S expectations; to establish a well-defined scope and to finalize the project schedule. CLIENT staff representatives from the parks department, police department, traffic department and engineering department (floodplain management), planning department and facilities department should be in attendance at this meeting. Notes will be taken to record items discussed and decisions made during this meeting.
- Upon completion of the kickoff meeting the design team will visit the site to better familiarize themselves with the existing conditions. CLIENT will accompany the Design Team to point out specific items or areas the Design Team needs to focus on. Notes will be taken to record items discussed during this site visit.
- Geotechnical boring, testing and preparation of a geotechnical investigation report.
- Up to four (4) borings to a depth of five (5') feet into bedrock or a maximum depth of twenty five (25') feet.
- One (1) visit to the site to determine boring locations.
- Soil sample testing shall include the following tests:
  a. Moisture Content, Atterberg Limits, Swell Tests, Unconfined Compression Testing, Pocket Penetrometer Readings, Determination of Suction Values, Hydrometer, % fine clay readings, % Passing #200 Sieve, Unit Weight Determinations.
- The written geotechnical investigation report shall include the following information:
  a. Report and Recommendations for alternate foundation types and pavement design, bearing values, Potential Vertical Movement estimates, and required soil modification to reduce the PVM.
  b. Boring Logs with full testing data.
- Preparation of a topographic, existing conditions and tree survey.
- Preparation of a base map showing property lines and easements using base information provided by the CLIENT.
- Locating property corners to relate the survey to the existing easements and property lines.
- Establishing horizontal and vertical control for the project.
- Tie coordinates to all existing improvements, using X, Y and Z coordinate points.
- Locating all trees eight (8") inch caliper or larger within the survey area.
- Preparation of a final base map/ topographic drawing in a digital format showing all existing features, utility easements, flood limits, one (1') foot contours
- Participate in a pre-development meeting with City planning staff to review applicable laws, codes and regulations. Meeting notes will be prepared to record items discussed and decisions made during this meeting.
- Organize and participate in a tour, with City staff, of three to four all-inclusive playgrounds in the Dallas-Fort Worth area.
• **Deliverables:**
  - Digital copy of the ordinance review.
  - Digital copy of kick-off/site visit and pre-development meeting notes.
  - Digital copy of the geotechnical report.
  - Digital copy of the topographic survey including field notes and point files.

1.02 PROGRAMMING PHASE SERVICES

• The Design Team will participate in one (1) meeting with City staff plus any stakeholder and/or citizen groups identified by the CLIENT to discuss the project, confirm the program and analyze needs and to determine the CLIENT'S objectives. Meeting notes will be prepared to record items discussed during this meeting. This meeting can be combined with the kick-off meeting in the pre-development phase.

• The Design Team will conduct no more than two (2) meetings with the City of Plano therapeutic staff and any other disabled community groups that could provide insight into the perceived needs of the disabled community for the all-inclusive playground. Notes will be taken at each of these interviews to record items discussed during these interviews.

• In addition to individual interviews, the Design Team will participate in no more than two (2) public meetings to discuss the proposed improvements at the existing pool site. These public meetings will include either a power point or presentation boards. The CLIENT will be responsible for securing the location for these meetings and for public notification. Meeting notes will be prepared to record items discussed during these public meetings.

• The Design Team will use the results of the interviews and public meetings to assist in determining needs and preferences for the redevelopment of this site.

• Prepare a “Design Program Analysis” draft of the proposed improvements for the CLIENT to review and respond. The Design Program Analysis shall include:
  - All-inclusive playground improvements
  - Outdoor pavilion with grills
  - Public gathering area
  - Fishing pond
  - Open space
  - Restrooms
  - User requirements and programs to be supported
  - Adjacencies and circulation
  - Floodplain constraints
  - Safety concerns

• Based upon the CLIENT review and comments, a revised Design Program Analysis will be prepared for the proposed improvements incorporating changes requested by the CLIENT. The revised Design Program Analysis will be re-submitted to the CLIENT for final approval.

• Prepare a preliminary concept plan that addresses the program needs of the CLIENT while complying with budget requirements, physical requirements and footprint limitations.

• Coordination meetings will be held as needed with the Design Team during the Programming Phase.

• **Deliverables:**
  - Digital copy of the Draft Design Program Analysis.
  - Digital copy of the Revised Design Program Analysis
  - Digital copy of the Preliminary Concept Plan.
1.03 SCHEMATIC DESIGN PHASE SERVICES

- Schematic design services will commence upon acceptance of the Revised Design Program Analysis and the Preliminary Concept Plan.
- Prepare a schematic plan with sections/elevations and cut sheets, showing critical dimensions and features for the following:
  - Playground equipment
  - Pavilion with grills
  - Trellis
  - Plaza paving
  - Fishing pond
  - Site amenities (fencing, seating, covered seating)
  - Landscaping
  - Restroom modifications
- Prepare an opinion of probable construction cost for the improvements shown in the schematic plan. The Design Team does not warrant or represent that the final bids will fall within the CLIENT’S budget.
- Provide design modifications to the Schematic Plan that may be required to balance the project scope and construction budget.
- Review the physical characteristics and requirements identified in the Schematic Design documents with the CLIENT. The following items shall be discussed during the Schematic Design document review:
  - Proposed improvements
  - Adjacencies and circulation
  - Traffic patterns
  - Activity program use of space and capabilities
  - Phasing of the project (if required)
- Meeting notes will be prepared to record items discussed and decision made during the Schematic Design presentation.
- Design coordination meetings will be held as needed with the Design Team during the Schematic Design Phase.

Deliverables
- Digital copy in a 24"x36" format of the Schematic Design plans, sections and elevations.
- Digital copy of the opinion of probable cost.
- Digital copy of the revised Schematic Design plans, sections and elevations (if required to meet budget).
- Digital copy of all meeting notes.

1.04 DESIGN DEVELOPMENT PHASE SERVICES

- Design Development phase services will begin upon acceptance of the Schematic Design documents.
- The Landscape Architect will create a base site plan for use by the Design Team. Base site plan shall include the following components:
  - Property boundary lines with dimensions and bearings
  - Existing easements
• Prepare Design Development documents for the following:
  o Playground including play equipment layout and the layout of the play area edge.
  o Plan and elevation of the pavilion. Indicate where electrical coordination items will be located.
  o Details and elevations of the grills and grill counter.
  o Refinement of the Existing Restroom Schematic Design Documents. Architectural Design Development documents shall include floor plan, elevations, sections, door schedules, reflected ceiling plans, finish schedules and material samples (if required).
  o Layout of building mechanical, plumbing and electrical systems (if required).
  o Layout of the site lighting. The Landscape Architect will coordinate with the Electrical Engineer on pedestrian lighting locations and the selection of poles and fixtures.
  o Layout of the pedestrian paving areas.
  o Preliminary grading plan.
  o Layout of the water supply and sanitary sewer systems.
  o Layout of the storm drainage system.
  o Layout of the power and electrical distribution system.
  o Layout of the security fencing.
  o Preliminary planting plan.
  o Main line routing of the irrigation system.
  o Layout of the fishing pond including the location of the well pump and the pond aeration equipment.
  o Design development drawings for the pavilion foundation.
  o Layout and preparation of cut sheets for miscellaneous site improvements.
• Prepare outline specifications for items listed above.
• Update the opinion of probable construction cost prepared during the Schematic Design phase. The Design Team does not warrant or represent that the final bids will fall within the CLIENT’S budget.
• Provide design modifications that may be required to balance the project scope and construction budget.
• Participate in a Design Development review meeting with the CLIENT.
• Meeting notes will be prepared to record items discussed and decisions made during the Design Development presentation.
• **Deliverables:**
  - Six (6) hard copies in a 24”x36” format and a digital copy of the Design Development documents.
  - Digital copy of the outline specifications.
  - Digital copy of the updated opinion of probable cost.
  - Digital copy of all meeting notes.

1.05 **CONSTRUCTION DOCUMENT PHASE SERVICES**

- Preparation of construction documents will commence upon acceptance of the Design Development documents.
- Preparation of an Existing Conditions and Removal Plan.
- Preparation of an Erosion Control Plan that includes associated details and regulatory language that meets City of Plano and TCEQ requirements.
- Preparation of a Construction Layout Plan for all "hardscape" improvements such as security fencing; pedestrian paving; trellis; playground edging, ramp and equipment, pavilion, grills and grill counter and site amenities such as trash receptacles, benches, bike racks and bike repair stations.
- Preparation of a Grading Plan that includes existing and proposed contour lines; spot grades; existing building finish floor elevation; top of inlet elevations; top and bottom of wall elevations (if necessary) and lake outfall, lake floor and water surface elevations. A key component of the Grading Plan will be compliance with TDLR requirements for accessible routes to all required building entries, to outdoor activity areas and to a public sidewalk.
- Preparation of Fishing Pond Plan that illustrates the grading of the pond, cross section of the pond, details of the overflow structure, well layout and details and aeration equipment layout and detail.
- Preparation of a Utility Plan that includes water and sanitary sewer service. Accompanying the Utility plan will be water and sanitary sewer details that comply with city standards.
- Preparation of a Drainage Plan that includes storm drainage collection lines and a drainage area map. Accompanying the Drainage Plan will be storm drainage details that comply with city standards.
- Preparation of Architectural Plans, Sections, Elevations, Schedules and Details for the demolition of the existing Bath House and modification of the existing Restroom building.
- Preparation of Building Plumbing, Mechanical and Electrical Plans, Details and Schedules for demolition of the existing Bath House and modification of the existing Restroom building.
- Com Check Envelope Compliance document will be prepared the Architect and the MEP Consultant.
- Preparation of Site Electrical Plans, Details and Schedules for site lighting, pavilion lighting and fans, service for well and aerator.
- Preparation of an Electrical and Power Distribution Plan and Details.
- Preparation of a Foundation plan for the pavilion.
- Preparation of Structural Details for site improvements.
- Preparation of a Planting Plan that includes size, quantity and locations for each plant type. Accompanying the Planting Plan will be planting details. Planting plan will include trees, grass and native grass only.
- Preparation of an Irrigation Plan and Details.
• Preparation of “hardscape” related construction details (security fencing, pedestrian paving, site amenities, pavilion and trellis).

• Construction Documents will be submitted to the CLIENT for review at a sixty (60%) percent and a ninety five (95%) percent level of completion. CLIENT shall provide the Design Team with review comments in a timely manner.

• Technical specifications and bidding documents for items listed above

• An updated opinion of probable construction cost shall be submitted to accompany the sixty (60%) percent and ninety five (95%) percent review submittals. The Design Team does not warrant or represent that the final bids will fall within the CLIENT'S budget.

• Design modifications will be made, as required, to balance the project scope and construction budget.

• Construction drawings will be submitted for engineering and building permit review upon completion of construction documents.

• Construction documents will be revised to address review comments received from the CLIENT during the sixty (60%) percent and ninety five (95%) percent reviews and from the permit reviews.

• Provide signed and sealed construction documents by all required licensed professionals.

• Design coordination meetings will be held as needed with the Design Team during the Construction Document Phase.

• Prepare and submit a Landscape Plan to the Planning Department.

• Prepare and submit a Tree Survey and Tree Preservation Plan to the Planning Department.

• Prepare a Conforming Site Plan for submittal to the Planning Department.

• Participate in a Conforming Site Plan development review meeting.

• Meeting notes will be prepared to record items discussed and decisions made during the Conforming Site Plan development review meeting.

• Coordinate submittal of construction documents for accessibility review. LANDSCAPE ARCHITECT will be responsible for preparing the application and payment of associated registration, review and inspection fees.

• Deliverables:
  - Six (6) sets of sixty (60%) percent review documents
  - A digital copy of the sixty (60%) percent review documents.
  - Six (6) sets of ninety five (95%) percent review documents.
  - A digital copy of the ninety five (95%) percent review documents.
  - Two (2) sets of engineering and building permit review construction drawings.
  - A digital copy of the update opinion of probable construction cost.
  - A digital copy of the Com Check Compliance Envelope document.
  - A digital copy of the final construction documents.
  - Two (2) hard copies and a digital copy, 24"x36" format of the Conforming Site Plan.
  - Two (2) hard copies and a digital copy 24"x36" format of the Landscape Plan.
  - Two (2) hard copies and a digital copy, 24"x36" format of the Tree Survey and Tree Preservation Plan.
  - Digital copy of meeting notes.
  - Digital and hard copy of the accessibility review registration form.

1.06 BIDDING SERVICES

• Bid services shall consist of the following tasks:
o Provide construction documents to a designated printer for plan distribution.

o Conduct a Pre-Bid conference. Notes will be taken at this conference to record questions and directives that might be included in an addendum.

o Answer questions during Bidding.

o Prepare and issue addenda as necessary.

o Attend the Bid Opening and record the results.

o Review of bid results.

o Provide a letter of Recommendation to the Owner

- This agreement excludes value engineering to align bid amount to the project budget.

- Deliverables:
  o Digital copy of pre-bid conference notes.
  o Digital copy of each Addendum.
  o Digital copy of the Letter of Recommendation.

1.07 CONSTRUCTION PHASE SERVICES

- Participate in the pre-construction conference. Meeting notes will be prepared to record items discussed during this conference.

- Participate in construction observation/site visits on a bi-weekly basis during construction. Construction observation reports accompanied by construction progress photographs will be prepared for each site visit.

- Review of requests for information (RFI’s), shop drawings, submittals, requested substitutions; providing clarifications as required.

- Provide written responses to RFIs submitted by the Contractor in the form of Proposal Requests, Change Orders or Construction Change Directives.

- Prepare documentation for change orders; if required.

- Participate in a final observation to create a punch list of deficient items.

- Participate in a maximum of two (2) follow-up site visits to observe completion of punch list items.

- Facilitate monthly progress review meetings. Items to be reviewed and discussed at these meetings include following:
  o Review of construction progress and the project schedule.
  o Review of the office set of construction documents to determine if construction changes are reflected on the documents in order to ease of preparation of Record Drawings at the end of construction.
  o Review of RFI status.
  o Review of Submittal Log status.

- Monthly progress meeting reports will be prepared to document items discussed during these meetings.

- At the end of construction prepare a set of Record Drawings using the Contractor’s office set of updated construction documents for reference.

- Deliverables:
  o Digital copy of pre-construction conference notes.
  o Digital copy of site visit reports.
Digital copy of monthly progress meeting reports.
- Digital copy of each proposal request, change order and construction change directive.
- Digital copy of the final observation report.
- Digital copy of the follow-up final observation reports.
- Digital copy, 24"x36" format of the Record Drawings.

1.08 PROJECT TEAM – The project team assembled for this project shall include the following team members:
- david mccaskill design group – landscape architect and project manager
- Eikon Consultant Group – civil, structural, MEP and geotechnical engineers
- BRW Architects – architect
- Dallas Aerial Survey - surveyor

1.09 TO BE PROVIDED BY THE CLIENT
- AutoCAD or paper files of the existing plat and on-site utility information.
- The project budget.
- Securing a venue for the public meeting.
- Advertising for the public meeting.
- Review comments for the sixty (60%) percent and ninety five (95%) percent documents.
- Boiler plate bid documents.

Exhibit B – Schedule of Work

2.01 PROJECT SCHEDULE – The anticipated schedule shall be as follows:
- Pre-development services – four (4) weeks
- Programming services – two (2) weeks to three (3) weeks.
- Schematic Design services – two (2) to three (3) weeks.
- Design Development services – three (3) to four (4) weeks.
- Construction document services – two (2) to three (3) months.
- Bidding and construction contract negotiation – two (2) months.
- Construction phase services – anticipate four (4) to six (6) months.

Exhibit C – Fee Schedule

3.01 COMPENSATION - The CLIENT agrees to pay the LANDSCAPE ARCHITECT for the BASIC SERVICES listed above the lump sum fee for all services of $94,300.00; ninety four thousand three hundred dollars and zero cents.

3.02 REIMBURSABLES - The following expenses shall be reimbursed as a part of this contract. These reimbursable expenses will be billed at cost and should not exceed $4060.00; four thousand sixty dollars and zero cents in total expenses without written authorization from the CLIENT. The expenses will include the following:
- Cost of xerographic and photographic reproduction of drawings and illustrations and other documents furnished or prepared in connection with this project,
- Cost of digital scans,
• Cost of printing for small and large format plots for black and white or color plots, and,
• Cost of accessibility review and inspection fees,
• Cost of airfare, car rental and lodging for out of town consultants, and
• Mileage billed at $0.56 per mile.

3.03 BILLING - The LANDSCAPE ARCHITECT will bill the CLIENT for fees associated with
professional services on the twenty fifth (25\textsuperscript{th}) of each month or when certain project
milestones are completed. All payments are due the LANDSCAPE ARCHITECT upon receipt of
the invoice. Unpaid balances more than 30 days old will incur interest at the rates allowed by
and in accordance with Texas law.

3.04 ADDITIONAL SERVICES - Any services beyond the scope items identified in this proposal will
be considered additional services. The LANDSCAPE ARCHITECT may provide additional
services beyond the basic services listed above upon written authorization by the CLIENT.

3.05 ADDITIONAL SERVICES HOURLY RATES - Additional services shall be provided on either a
fixed fee or an hourly basis with a mutually agreed “not to exceed” amount. Hourly rates for
Landscape Architectural Additional Services are as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$140</td>
</tr>
<tr>
<td>Registered Landscape Architect</td>
<td>$100</td>
</tr>
<tr>
<td>Graduate Landscape Architect</td>
<td>$70</td>
</tr>
<tr>
<td>Intern Landscape Architect</td>
<td>$50</td>
</tr>
<tr>
<td>Clerical</td>
<td>$40</td>
</tr>
</tbody>
</table>

Hourly rates for Architectural Additional Services are as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$240</td>
</tr>
<tr>
<td>Project Director</td>
<td>$200</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$175</td>
</tr>
<tr>
<td>Project Architect</td>
<td>$140</td>
</tr>
<tr>
<td>Architect</td>
<td>$120</td>
</tr>
<tr>
<td>Intern Architect I</td>
<td>$90</td>
</tr>
<tr>
<td>Intern Architect II</td>
<td>$75</td>
</tr>
<tr>
<td>Administrative</td>
<td>$70</td>
</tr>
</tbody>
</table>

Hourly rates for the Civil, MEP and Structural Engineer Additional Services are as follows:

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>President/Vice President</td>
<td>$195</td>
</tr>
<tr>
<td>Principal/Chief Engineer</td>
<td>$155</td>
</tr>
<tr>
<td>Senior/Professional Engineer</td>
<td>$135</td>
</tr>
<tr>
<td>Senior/Design Engineer</td>
<td>$120</td>
</tr>
<tr>
<td>Staff Engineer (EIT)</td>
<td>$105</td>
</tr>
<tr>
<td>Design Engineer</td>
<td>$105</td>
</tr>
<tr>
<td>Senior Designer</td>
<td>$95</td>
</tr>
</tbody>
</table>
CAD Operator ...................................... $75
CAD Draftsman ................................... $60
Administrative ................................... $60
EXHIBIT "D"

LANDSCAPE ARCHITECT

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 hereunder 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 Poor's, 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. **Architect's Insurance - "Occurrence" Basis:**

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:

- General aggregate limit is to apply per project;
- Premises/Operations;
- Actions of Independent Contractors;
- Contractual Liability including protection for the Architect from claims arising out of liability assumed under this contract;
- Personal Injury Liability including coverage for offenses related to employment;
- Explosion, Collapse, or Underground (XCU) hazards; if applicable.

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
LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

<table>
<thead>
<tr>
<th>Coverages Required</th>
<th>Limits (Figures Denote Minimums)</th>
</tr>
</thead>
<tbody>
<tr>
<td><em>X</em> 1. Workers' Compensation &amp; Employers' Liability</td>
<td>Statutory limits of State of Texas</td>
</tr>
<tr>
<td></td>
<td>$100,000 accident $100,000 disease</td>
</tr>
<tr>
<td></td>
<td>$500,000 policy limit disease</td>
</tr>
<tr>
<td>2. For Future Use</td>
<td></td>
</tr>
<tr>
<td>3. City Approved Alternative</td>
<td></td>
</tr>
<tr>
<td>Workers' Comp. Program</td>
<td></td>
</tr>
<tr>
<td><em>X</em> 4. General Liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Complete entry No. 26</td>
</tr>
<tr>
<td></td>
<td>Minimum $500,000 each occurrence</td>
</tr>
<tr>
<td></td>
<td>$1,000,000 general aggregate</td>
</tr>
<tr>
<td><em>X</em> 5. General aggregate applies per project (CGL)</td>
<td></td>
</tr>
<tr>
<td><em>X</em> 6. Premises/Operations</td>
<td></td>
</tr>
<tr>
<td><em>X</em> 7. Independent Contractors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>$500,000 combined single limit for bodily injury and property damage</td>
</tr>
<tr>
<td>8. Products</td>
<td></td>
</tr>
<tr>
<td>9. Completed Operations</td>
<td></td>
</tr>
<tr>
<td><em>X</em> 10. Contractual Liability</td>
<td></td>
</tr>
<tr>
<td><em>X</em> 11. Personal Injury Liability</td>
<td></td>
</tr>
<tr>
<td><em>X</em> 12. XCU Coverages</td>
<td></td>
</tr>
<tr>
<td><em>X</em> 13. Automobile Liability</td>
<td></td>
</tr>
<tr>
<td><em>X</em> 14. Owned, Hired &amp; Non-owned</td>
<td></td>
</tr>
<tr>
<td><em>X</em> 15. Motor Carrier Act Endorsement</td>
<td></td>
</tr>
<tr>
<td><em>X</em> 16. Professional Liability</td>
<td></td>
</tr>
<tr>
<td><em>X</em> 17. Garage Liability</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

($___BI & PD each occurrence)

Limits (Figures Denote Minimums)

Statutory limits of State of Texas
$100,000 accident $100,000 disease
$500,000 policy limit disease
$150,000 medical, safety program
Complete entry No. 26
Minimum $500,000 each occurrence
$1,000,000 general aggregate
$500,000 combined single limit for bodily injury and property damage
damage each occurrence with
$1,000,000 general aggregate that applies to project under contract
$500,000 each offense & aggregate
$1,000,000 each claim
$2,000,000 aggregate
$___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:
CERTIFICATE OF LIABILITY INSURANCE

DATE ISSUED: 6/8/2014

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

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

PRODUCER
McLaughlin Brunson Insurance Agency, LLP
12901 North Central Expressway
Suite 1710
Dallas TX 75243

INSURED
David McCaskill Design Group Inc.
620 E. Southlake Blvd.
Southlake TX 76092

COVERAGES CERTIFICATE NUMBER: Cert ID 24051

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 OF INSURANCE IS 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.

<table>
<thead>
<tr>
<th>POLICY</th>
<th>LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>T Y PAC#4739X749</td>
<td>$ 2,000,000</td>
</tr>
<tr>
<td>T Y BA4761X419</td>
<td>$ 1,000,000</td>
</tr>
</tbody>
</table>

CERTIFICATE HOLDER
City of Plano
P. O. Box 860358
Plano TX 75086

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

ACORD 25 (2010/05)
The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.
EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST AND COMPLIANCE WITH CITY OF PLANO'S EQUAL RIGHTS ORDINANCE

I, the undersigned, declare that I am authorized to make this statement on behalf of David McCaskill Design Group, a Texas corporation, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of David McCaskill Design Group, 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 affirm that my company, its directors, officers and employees, agree to comply with Section 2-11(F) of the City Code of Ordinances, which reads as follows:

"It shall be unlawful for an employer to discriminate against any person on the basis of race, color, sex, religion, age, national origin, genetic information, sexual orientation, gender identity, disability status or United States military/veteran status by the following actions or inactions:

(a) for an employer to fail or refuse to hire, or to discharge, any person;
(b) for an employer to discriminate against any person with respect to compensation, terms, conditions or privileges, of employment;
(c) for an employer to limit, segregate or classify employees or applicants for employment in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee;
(d) for an employment agency to fail or refuse to refer for employment, or to otherwise discriminate against, any person because of a protected employment characteristic;
(e) for an employment agency to classify or refer for employment any person, on the basis of a protected employment characteristic;
(f) for a labor organization to exclude or expel from its membership, or to otherwise discriminate against, any person because of a protected employment characteristic;
(g) for a labor organization to fail or refuse to refer for employment any person because of a protected employment characteristic;
(h) for a labor organization to limit, segregate or classify its members or applicants for membership, in any way that would deprive or tend to deprive a person of employment or employment opportunities, or that would otherwise adversely affect a person's status as an employee or as an applicant for employment; or
(i) for a labor organization to cause or attempt to cause an employer to discriminate against a person in violation of this subsection;
(j) for an employer, a labor organization or a joint labor-management committee, to discriminate against any person because of a protected employment characteristic in the admission to, or employment in, any program established to provide apprenticeship or other training;

(k) for an employer to print or publish, or cause to be printed or published, any notice or advertisement relating to employment by the employer that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic;

(l) for an employment agency to print or publish, or cause to be printed or published, any notice or advertisement relating to membership in or any classification or referral for employment by the employment agency that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic; or

(m) for a joint labor-management committee to print or publish, or cause to be printed or published, any notice or advertisement relating to admission to, or employment in, any program established to provide apprenticeship or other training by the joint labor-management committee that indicates any preference, limitation, specification or discrimination, based on a protected employment characteristic.

I understand I am entitled to apply to the City Manager for a waiver from the Equal Rights Ordinance's application to my business if applying it would conflict with state or federal law. During the review of the waiver request, the contract will be placed on hold.

I also understand and acknowledge that a violation of Section 11.02 of the City Charter or Section 2-11(F) of the City Code of Ordinances at any time during the term of this contract will render the contract voidable by the City.

By: DAVID MCCASKILL
Print Name: PRESIDENT
Title: 1.12.15
Date

STATE OF TEXAS
COUNTY OF TARRANT

SUBSCRIBED AND SWORN TO before me this 20 day of , 20 .

Notary Public, State of Texas