



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: | 2/23/15 |
| Department: | Parks and Recreation |
| Department Head | Amy Fortenberry |
| Agenda Coordinator (include phone #): Susan Berger (7255) | |

CAPTION

Approval of an Architecture Services Agreement by and between the City of Plano and Quimby McCoy Preservation Architecture, LLP in the amount of \$426,177 for preservation and architectural construction plans for Saigling House Architectural Renovation and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE
 OPERATING EXPENSE
 REVENUE
 CIP

| FISCAL YEAR: 2014-15 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
|-----------------------------|--------------------------|-----------------|-----------------|------------------|
| Budget | 75,242 | 1,150,000 | 500,000 | 1,725,242 |
| Encumbered/Expended Amount | 0 | -47,105 | 0 | -47,105 |
| This Item | 0 | -426,177 | 0 | -426,177 |
| BALANCE | 75,242 | 676,718 | 500,000 | 1,251,960 |

FUND(s): CAPITAL RESERVE FUND; PARK IMPROVEMENTS CIP

COMMENTS: Funding is available in the 2014-15 CIP for this item in the Capital Reserve Fund and Park Improvements Fund. This Architecture Services Agreement, in the amount of \$426,177, will leave a current year balance of \$676,718 available for further expenditures on the Saigling House Architectural Renovation project.

STRATEGIC PLAN GOAL: Design services to rehabilitate and improve existing Plano parks and facilities relates to the City's Goals of Great Neighborhoods - 1st Choice to Live and Financially Strong City with Service Excellence.

SUMMARY OF ITEM

This Architecture Services Agreement is for the renovation of the Saigling House. The house was originally built in 1906 and has most recently been occupied by City House. It is anticipated the house will be occupied by the ArtCentre of Plano who will manage and operate the house for public events such as meetings, receptions, parties and other events. The rehabilitation includes restoration of the front and side porches, replacement windows, a new roof, fire sprinklers and riser room, new HVAC, updated wiring, plumbing and interior restrooms; conversion of the first floor to gallery, events space, and a catering kitchen; conversion of the second floor to expandable classrooms and office space, and ADA access compliance. Accessibility to and within the building will include a ramp from the exterior to the new rear entrance and incorporation of an elevator to the second floor. The building entry will be re-orientated to face Haggard Park and anticipated improvements made at this entry will include a new porch and accessible ramp. Improvements to the grounds include moving an overhead Time Warner cable underground, head-in parking on H Avenue, trash enclosure,



CITY OF PLANO COUNCIL AGENDA ITEM

freestanding men's and women's restroom building for outdoor events, new wrought iron fence, sidewalk on 16th Street to the DART platform, new concrete walks, plaza area, paved connections to Haggard Park and the Courtyard Theater, a sculpture garden, new trees and shrubs, new irrigation, landscape lighting, security lighting, and relocating an historic structure for storage use.

The estimated construction cost for this project is \$1,609,657. The total design fee is \$426,177 and is for preparation of construction documents including architectural design, civil engineering, mechanical engineering, electrical engineering, landscape architecture, bid documents and construction administration to ensure that construction meets the requirements for an historic renovation. The project also includes surveying, geotechnical services, preparation of a site plan and platting for the Saigling House and Haggard Park. Preparation of Federal and State historic designation applications is also included. The total design fee is 26% percent of the estimated construction budget for the project. The fee percentage exceeds that of a typical renovation project due to the historic nature of the house and the intricacy of the site conditions.

Project Location Map:

<http://goo.gl/maps/C4ygZ>

List of Supporting Documents:

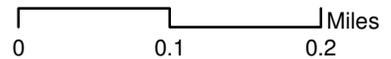
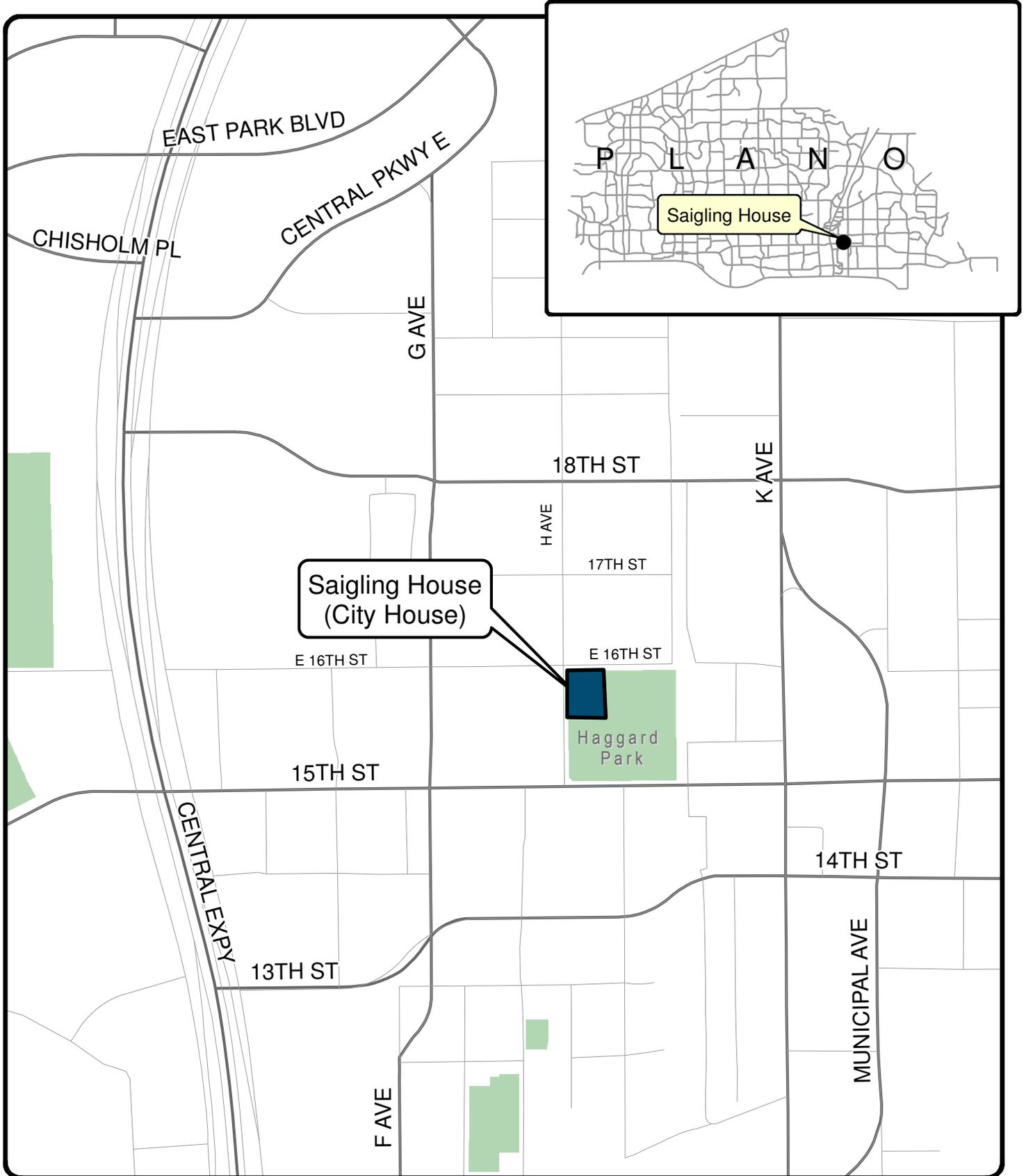
Location Map

Landscape Architect Services Agreement

Other Departments, Boards, Commissions or Agencies

Location Map

Saigling House located at 902 East 16th Street



SAIGLING HOUSE ARCHITECTURAL RENOVATION

PROJECT NO. 6572

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 **QUIMBY MCCOY PRESERVATION ARCHITECTURE, LLP**, a **TEXAS** Limited Liability Partnership, 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 prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the **SAIGLING HOUSE ARCHITECTURAL 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 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 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 THE ENGINEER'S, OR ITS OFFICER'S, AGENT'S, EMPLOYEE'S, CONSULTANT'S, REPRESENTATIVE'S OR ANY OTHER ENTITY OVER WHICH THE ENGINEER 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 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

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: Elizabeth 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:

Quimby McCoy Preservation Architecture, LLP
Attn: Marcel Quimby, Principal
3200 Main Street #3.6
Dallas, TX 75226

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.

**QUIMBY MCCOY PRESERVATION
ARCHITECTURE, LLP**
A Texas Limited Liability Partnership

DATE: FEB 6, 2015

BY: MARCEL QUIMBY
Marcel Quimby
PRINCIPAL

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

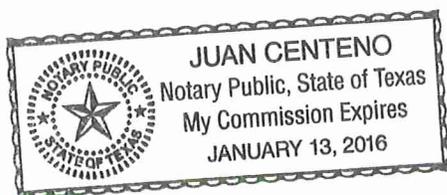
Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 6th day of Feb., 2015, by **MARCEL QUIMBY, PRINCIPAL** of **QUIMBY MCCOY PRESERVATION ARCHITECTURE, LLP**, a **TEXAS** Limited Liability Partnership, on behalf of said limited liability partnership.

Marcel Quimby



[Signature]

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2015, 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
SAIGLING HOUSE
ARCHITECTURAL and PRESERVATION
SERVICES for CONSTRUCTION DOCUMENTS thru
CONSTRUCTION ADMINISTRATION
PHASES

PROJECT UNDERSTANDING

Quimby McCoy Preservation Architecture. LLP (Consultant) has been requested by the City of Plano (City/Owner) to provide architectural, landscape and engineering consulting services for the rehabilitation of the historic Saigling House, located at 902 East 16th Street, Plano, Texas 75074.

The house is scheduled to be occupied by ArtsCentre of Plano, a non-profit organization (Tenant) who will occupy the house as well as manage and operate the house for public events such as at openings, meetings, receptions, parties and other events. The budget for the construction cost of the rehabilitation of the Saigling house is \$1,609,657 and the site is \$426,177.

Basic services will include architectural, landscape architecture, structural, mechanical, electrical, plumbing, fire protection and civil engineering services for the rehabilitation of the house and site improvement. This rehabilitation of the Saigling house will include an LULA elevator to the second floor, catering kitchen, interior modifications, reconstruction of the original front porch, new porch deck with canopy structure and ramp at the south facade (to serve as the new public entry to the house) and modifications to the house's structure and infrastructure to comply with codes - including building and TDLR/ADA. Improvements at the site (almost 1-acre in size) will include the reorientation of the public entry to the south to face Haggard Park with new sidewalks to the park and across H. Avenue to provide a visual connection to the Cox Building, landscape design of the site, development of an outdoor art garden, fencing, new utility services for water, sewer and power to the site, and abandonment of existing easements and providing new easements as needed, relocation of the historic storage building and construction of a new restroom at the site.

Supplemental services will include providing topographic survey, boundary survey, platting of the property, geotechnical services and historic designations for the building and its original site (Recorded Texas Historic Landmark and National Register nomination).

These services will build on the previously completed Schematic Design and Design Development phases completed in December, 2014.

1.0 SCOPE OF SERVICES

We propose the following Scope of Services for the Project:

Basic Services:

Phase 1 Construction Documents

Phase 2 Design Development

Phase 3 Construction Administration (includes CA services for Restroom)

Phase 4 Restroom Schematic Design, Design Development, Bidding and

Negotiation

Supplemental Services:

Phase 5 Topographic Survey

Phase 6 Boundary Survey and Platting

Phase 7 Geotechnical Services

Phase 8 Historic Designations

2.0 BASIC SERVICES

The Consultant's Basic services consist of the phases and task detailed below:

2.1. Construction Documents of the Saigling house and site

2.1.1 Based on the approved Design Development package and authorization to proceed, the architectural construction documents will include:

- Site Plan
- Demolition Plans
- Floor Plans
- Reflected Ceiling Plans
- Exterior Elevations
- Details and schedules as required
- Specifications and Project Manual

2.1.2 The construction document package for the Saigling house will also include structural, mechanical, electrical and plumbing drawings. Structural scope includes upgrading the first floor to loading for public use, adding a LULA elevator, and upgrading a portion of the attic to storage loading.

2.1.3 The construction document package for the site improvements will include landscape architecture and civil engineering drawings. Landscape scope includes hardscape design including raised deck, ramps, steps, railings, utility screenwalls, pedestrian paving, layout and selection for site furnishings, fencing, plantings, irrigation system and exterior light fixture selection.

Civil scope includes foundations for art sculptures, relocated historic building, outdoor rear porch with canopy, ramps and stage, new front porch, dumpster enclosure, restroom structure and retaining walls with foundations, new parking spaces on H Street. Civil engineering drawings to include:

- Site Demolition Plan
- Site Plan per City of Plano Checklist
- General Tree Survey, in accordance with Landscape Architect, in accordance with City's Site Plan/Plat process.
- Site Dimension Control and Paving Plan
- Drainage Plan
- Grading Plan
- Site Utility Plan
- Erosion Plan
- Civil Site Details as required
- Storm Water Pollution Prevention Plan (SWPPP)

2.1.4 The following meetings with the City, tenant or CMAR or site visits will be made during the construction document phase:

- Architecture - a maximum of 8 meetings/site visits
- Landscape Architect - a maximum of 2 meetings/site visits
- Structure - a maximum of 2 meetings/site visits
- Mech/Elect/Plumbing - a maximum of 3 meetings/site visits
- Civil - a maximum of 1 meeting/site visit

2.1.5 Consultant will work with the City of Plano and selected Construction Manager at Risk (CMAR) to assist CMAR in bringing the estimated construction cost of the Project within the Construction Budget and Schedule through value engineering, review and selection of construction systems and materials, cost estimating/budget pricing and other tasks during the latter portion of the Construction Document Phase. It is anticipated this will include the following tasks:

- Meet with CMAR to review the 50% CD package. CMAR to then develop preliminary pricing and conduct VE efforts as necessary. This information will then be incorporated into the construction documents prepared by Consultant.

- Following the 90% CD package, meet with CMAR who will revisit pricing, schedule and conduct VE efforts as necessary to provide a proposal for a Guaranteed Maximum Price (GMP) for the project.
- Consultant to finalize and issue 100% CDs for Bidding.

2.1.6 Consultant will meet with Heritage Commission Preservation staff, prepare Certificate of Appropriateness (CA) submittals for the Site Plan and for the Rehabilitation of the Saigling house and Restroom, and present at two meetings with the Heritage Commission to present these CAs. It is anticipated these will be separate submittals.

2.1.7 Consultant will submit construction documents to Registered Accessibility Specialist for review for conformance with Texas Accessibility Standards (TAS).

2.2 Bidding and Negotiation Phase

2.2.1 Consultant to assist City and CMAR, if applicable, in issuing CDs for bidding, attending Pre-Bid meetings, reviewing questions from Bidders, answering during Bid Phase by the following:

- Attend a maximum of two (2) meetings at site to review project scope with the bidders.
- Answer questions during the bidding process.
- Issue Addenda
- Review bids and attend one (1) meeting to review the bids and assist City and CMAR, if applicable, with selection of the contractor/ subcontractors.
- Make minor adjustments to the documents.
- Prepare AIA document A201 - Standard Form of Agreement between Client and Contractor for a Commercial Project.

2.2.2 If substantial changes to the documents are necessary due to the amount of changes due to pricing or negotiations, these will be provided as an Additional Service.

2.3 Construction Administration Phase

2.3.1 Provide construction administration services for the project, including:

- Attend 2 site observation visits/meetings a month during construction, and include review of mockups.

- Review submittals, shop drawings, samples, etc. where requested by the contract documents.
- Respond to Request for Information (RFI's) from the Contractor pertaining to the construction documents.
- Issue Architectural Supplemental Information (ASI's) for clarification to the contract documents
- Issue Request for Proposals (RFP's) as needed
- Observe contract documents compliance and progress of work, issue field reports, and review mock-ups.
- Review monthly Pay Applications
- Prepare one Punchlist at the completion of the project.
- Facilitate Registered Accessibility Specialist (RAS) inspection at the end of construction.

2.3.2 The following meetings with the City, tenant or CMAR or site visits will be made during the construction administration phase:

- Architecture - a maximum of 2 meetings/site visits per month
- Landscape Architect - a maximum of 6 meetings/site visits
- Landscape Architect/irrigation subconsultant - a maximum of 1 site visit for Punchlist at the completion of the phase.
- Structure - a maximum of 4 meetings/site visits
- Mech/Elect/Plumbing - a maximum of 4 meetings/site visits
- Civil - a maximum of 2 meeting/site visit

2.3.3 Should changes be necessary due to field conditions once the construction is in progress, or should City desire to make changes, Consultant will provide drawings as needed for those changes as an additional service.

2.4. Architectural Schematic Design, Design Development and Construction Documents for the new Restroom to serve the Saigling House.

2.4.1 Develop the schematic design and design development for the new Restroom to serve the occupants of the Saigling house during large events.

2.4.2 Provide construction documents for the Restroom.

2.4.3 Provide bid documents for the public bidding or work with a Construction Manager at Risk during the bidding or negotiation of the contract as noted in items 2.1 and 2.2.

2.4.4 Construction Administration for the new Restroom building is included in Construction Administration phase, item 2.3.

2.5 Geotechnical Services

2.5.1 Provide geotechnical services for seven (7) soils boring on the site in anticipation of new drilled pier or slab on grade foundations for the new porch and deck, foundation for relocated historic structure, new restroom building, foundation for exterior artwork and paved parking and drives. The purpose of the geotechnical study will be to provide information for use in design of typical foundations for the proposed project.

2.5.2 The scope of this work will include the following evaluations which will be included in geotechnical report: subsurface soil, rock and groundwater conditions, engineering characterization of the subsurface material encountered, typical foundations suitable for proposed project, data required for design of typical foundations systems for the project and recommendations regarding earthwork, grading and excavation, backfill and compaction, the treatment of in-place soils for the support of foundations, pavement and possible construction problems reasonably to be expected.

2.6 Land Surveying Services - Topographic Survey for the Saigling Site and Haggard Park.

2.6.1 Preparation of a Topographic Survey of the property per City of Plano requirements will include the following:

- Location of permanent improvements on, and immediately adjacent to the site.
- Contours at 1' intervals and spot elevations on a 25-foot grid or break in the grade.
- Top of curb and gutter elevations for paving on, and adjacent to the site.
- Location of visible utilities and apputences.
- Designation and limits of any Special Flood hazard Area depicted on the most recent Flood Insurance Map (FIRM), published by Federal Emergency Management Agency (FEMA) for this area
- Finish floor elevations

2.7. Land Surveying Services - Boundary Survey and Plat for the Saigling Site and Haggard Park.

2.7.1 Preparation of a Boundary Survey and Preliminary Plat (if required) of the property per City of Plano requirements will include the following:

- Boundary lines (including a reference or bearing), giving length and bearing.
- Finish metes and bounds description.
- Give area of parcel in square feet and acres.
- Show recorded easements and rights-of-way and identify owner (holders).

2.7.2 Preparation of the Final Plat will include the following:

- Preparation of a Final Plat following the completion of construction.
- Set permanent Monuments as required.

2.8. Prepare historic designations nomination for recorded Texas Historic Landmark (RTHL) and National Register of the Historic Places

2.8.1 Prepare a **Recorded Texas Historic Landmark (RTHL)** nomination (state designation) for the house and original site; this will include:

- Historic Significance narrative
- Description of the house and site
- High-quality digital photographs
- Maps

2.8.2 Process for submittal of RTHL nomination:

- Submit draft nomination to Collin County Historical Commission (CHC) for review.
- Incorporate changes requested by CHC and finalize nomination.
- CHC to submit nomination to THC for annual 'marker cycle' (between Sept. 1 and Nov. 15 of each year).
- THC review period (January 15th – 30th). If accepted for nomination, THC will issue review comments to CHC; QMc to revise and re-issue.
- QMc to work with THC and CHC on marker inscription for bronze plaque.

- THC approves nomination; following this, a marker dedication ceremony may be held.

2.8.3 Following designation as a RTHL, City must purchase a bronze plaque for the site through THC; these plaques currently cost approximately \$2,100 including application fees.

2.8.4 Following designation as a RTHL, City must notify THC before alterations, other than normal maintenance procedures, are made to the structure. Such alterations would include stabilization, rehabilitation and restoration work.

2.8.5 Prepare a **National Register of Historic Places** (NR) nomination (federal designation) for the historic site and will include:

- Statement of Significance
- Integrity of Structures
- Narrative of Physical Description
- Criterion
- High-quality digital photographs
- Maps

2.8.6 Process for submittal of NR nomination:

- Submit draft nomination to THC staff for review.
- Submit final nomination to THC for review by State Board of Review (SBR); this must be submitted a minimum of 75 days prior to SBR meeting. SBR meetings are held 2 or 3 times/year.
- Incorporate changes requested by THC and/or SBR and finalize nomination.
- THC forwards nomination to National Park Service (NPS) for 'listing in the National Register of Historic Places' – this typically occurs within 60 days of receipt of nomination.

2.8.7 Following listing in the National Register of Historic Places, the City may purchase a bronze plaque for the historic site through THC; these plaques currently cost between \$100 and \$500, depending on selected size.

3.0 CONSULTANT TEAM

The consultant team will include:

David C. Baldwin, Incorporated - Landscape Architecture

Jaster Quintanilla Dallas, LLP - Structural Engineering

Jaster Quintanilla Dallas, LLP - Civil Engineering and Survey Services

Nova Engineering - Mechanical, Electrical and Plumbing Engineering

Alpha Testing - Geotechnical Services

4.0 LIMITATIONS

Limitations to the work are as follows:

- Owner (City of Plano) to arrange access to the home and site for consultant with occupant.
- Unsafe conditions that may exist at this home and site are not the responsibility of the Consultant.
- The identification or abatement of hazardous materials (asbestos, lead paint, etc) is not the responsibility of the Consultant and services provided by the Consultant do not include any services related to asbestos or hazardous or toxic materials. A hazardous materials survey (if necessary) will be provided by the Owner.
- Opinions of Probable Costs or Estimates are not included in Consultant's services.
- Selection or specifications of furniture or special equipment including security systems, audio-visual and/or projectors, special lighting systems, etc., are not included in Consultant's services. Tenant or City shall provide Consultant with specifications or information (including dimensions) for such equipment for inclusion in the construction document package, where it shall be identified as provided by others, and coordinated with other disciplines.
- Structural engineering design and detailing of specialty engineered building systems including but not limited to the following performance specialty items: pre-engineered buildings; pre-cast concrete building components, and cold-formed metal framing at exterior and interior conditions are not included in Consultant's services.

- BIM modeling of architectural or structural components is not included in Consultant's services.
- Fast track productions of any drawings ahead of the architectural and mechanical, electrical and plumbing drawings are not included in Consultant's services.
- Testing of existing in place materials or framing systems to determine strengths, properties of materials or similar information is not included in consultant's services.
- Any upgrades, new design or construction inspection services of public or private off-site facilities required to support the proposed site improvements, except those specifically noted above.
- Preparation of design, specifications and details of underground fuel storage tanks, site electrical, fiber optic, telephone, cable and natural gas lines are not included in Consultant's services.
- Design of sanitary sewer and/or storm drainage lift stations, including pumps and appurtances are not included in Consultant's services.
- Performance of fire flow or sanitary capacity testing or hydraulic analysis of water services is not included in Consultant's services.
- Storm water detention design or analysis. Stream hydrologic and hydraulic studies with computations for analyzing and determination of flood plains and channel improvements are not included in Consultant's services.
- Preparation of design and details of site retaining walls four (4) feet in height or greater are not included in Consultant's services
- Changes to the contract documents required as a result of damage done to existing utilities, pavement, flatwork, storm water management BMP's, etc by the Contractor are not included in Consultant's services.
- Preparation of reports, permit applications and processing of permits for obtaining approvals are not included in Consultant's services. This includes permitting through local City and/or County agencies, State agencies (TCEQ) and federal agencies (FEMA Flood Plain Letter of Map Amendment (LOMA)).
- Payment of any and all permitting, plan review and platting fees imposed by the City or other agencies are not included in Consultant's services.
- Payment for application fees for RTHL and National Register, purchase of markers or installation are not included in Consultant's services.
- City to provide access to site for site and equipment to perform geotechnical work. The equipment required to drill borings may rut the site; Consultant is not responsible for re-grading or repair of vegetation at these locations.

EXHIBIT "B"

SCHEDULE

| | | |
|---------|--|------------|
| Phase 1 | Construction Documents* | 4 months |
| Phase 2 | Bidding or Negotiation* | 2.5 months |
| Phase 3 | Construction Administration | 12 months |
| Phase 4 | Restroom Schematic Design, Design Dev. | 6 weeks |
| Phase 5 | Geotechnical Services | 6 weeks |
| Phase 6 | Topographic Survey | 2 months |
| Phase 7 | Boundary Survey, Site Plan & Plat** | TBD |
| Phase 8 | Historic Designations | TBD |

Total schedule for overall project is 22 months (1 year, 10 months) with construction to be completed by December 1, 2016.

* Final dates for Construction Documents and Bid/Negotiation phases to be reviewed and confirmed with City and CMAR, with construction to begin tentatively on September 1, 2015.

**Final dates for completion and approvals of Site Plan and Preliminary Plat will comply with approval process, as decided at Pre-Application meeting held with City on January 22, 2015. Schedule for submittal of Final Plat to City will follow completion of construction; tentative timeframe for this is fall 2016.

EXHIBIT "C"
FEES

For the proposed Consultant Services outlined above, the City of Plano agrees to pay Consultant a fee as noted below.

Fees

Basic Services:

| | | |
|---------------------------------------|----------------------------------|---------------|
| Phase 1 | Construction Documents | \$ 195,884.00 |
| Phase 2 | Bidding/Negotiation | \$ 25,628.00 |
| Phase 3 | Construction Administration | \$ 126,470.00 |
| Phase 4 | Restrm Arch - SD Design, DD, CDs | \$ 16,450.00 |
| Total Basic Services Consulting Fees: | | \$ 364,432.00 |

Supplemental Services:

| | | |
|--|----------------------------------|--------------|
| Phase 5 | Topographic Survey | \$ 11,000.00 |
| Phase 6 | Boundary Survey and Platting | \$ 17,255.00 |
| Phase 7 | Geotechnical Services | \$ 6,490.00 |
| Phase 8 | Historic Designations (NR, RTHL) | \$ 18,000.00 |
| Total Supplemental Services Consulting Fees: | | \$ 52,745.00 |

Reimbursable Expense Allowance \$ 9,000.00

Total Proposed Fee: \$ 426,177.00

Reimbursable Expenses

Reimbursable Expense Allowance will include travel expenses within Dallas, Collin and adjacent counties at standard IRS mileage rate, in-house and out-of-house printing, reproduction, photographic services (including photography of archival materials), delivery services, courier, mail, TDLR/Texas Accessibility Standards fees, authorized sub-consultant fees and other expenses. Reimbursable expenses will be invoiced at a 1.10 multiplier.

The following expenses are not included in the Reimbursable Expense Allowance and shall be approved in advance by the Owner prior to their expenditure:

- Professional photography
- Renderings, models and special presentation materials, if needed
- Travel expenses, including mileage reimbursement, hotel and lodging, and other transportation outside of Dallas-Fort Worth, if necessary
- Physical testing of materials, soils, or probes of existing construction.
- Additional site or topographic surveys, including of selected areas of the site
- Paint analysis
- Testing of concrete and other materials during construction
- Other miscellaneous expenses as may be requested by the Owner

ADDITIONAL SERVICES

Additional services must receive written authorization from the City before being performed. The following hourly rates will be utilized for additional services:

| | |
|--|-----------|
| Quimby McCoy Preservation Architecture, LLP | |
| Principal | \$ 175.00 |
| Senior Preservation Architect | \$ 125.00 |
| Architect/Designer | \$ 100.00 |
| Arch. Intern | \$ 75.00 |
| Clerical | \$ 50.00 |
| Jaster Quintanilla Dallas, LLP - Structural | |
| Principal/Partner | \$ 240.00 |
| Senior Project Manager | \$ 210.00 |
| Engineering Technical Lead | \$ 190.00 |
| Project Manager | \$ 155.00 |
| Senior Project Engineer | \$ 135.00 |
| Project Engineer | \$ 120.00 |
| Senior Technician | \$ 110.00 |
| Technician | \$ 90.00 |
| Administrative | \$ 75.00 |
| Jaster Quintanilla Dallas, LLP - Civil | |
| Principal/Partner | \$ 200.00 |
| Senior Project Manager | \$ 165.00 |
| Engineering Technical Lead | \$ 180.00 |
| Project Manager | \$ 145.00 |
| Senior Project Engineer | \$ 125.00 |
| Project Engineer | \$ 110.00 |
| Senior Technician | \$ 100.00 |
| Technician | \$ 80.00 |
| Senior Registered Professional Land Surveyor | \$ 145.00 |
| Registered Professional Land Surveyor | \$ 110.00 |
| Survey Crew | \$ 140.00 |
| Administrative | \$ 70.00 |
| NOVA Engineering | |
| Principal | \$ 180.00 |
| CAD Technician | \$ 60.00 |
| David Baldwin, Inc | |
| Principal/Landscape Architect | \$ 175.00 |
| Senior Landscape Designer | \$ 120.00 |
| Junior Landscape Designer | \$ 103.50 |
| Technical (CAD Drafting) | \$ 80.00 |
| Clerical | \$ 57.50 |

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. 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:
 - 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.)

| <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 |
| <input type="checkbox"/> 17. Garage Liability | \$_____ BI & PD each occurrence |



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2012

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 McLaughlin Brunson Insurance Agency, LLP 6600 LBJ Freeway Suite 220 Dallas TX 75240 | | CONTACT NAME: Melissa Pratt PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS: | | | | | | | | | | | | | | | |
|--|--------|--|--|-------------------------------|--------|---|-------|---|-------|--|-------|---|-------|------------|--|------------|--|
| INSURED Quimby McCoy Preservation Architecture LLP (214) 977-9118 3200 Main Street, #3.6 Dallas TX 75226 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER B: Travelers Indemnity Co. of Am.</td> <td>25666</td> </tr> <tr> <td>INSURER C: Travelers Lloyds Ins. Company</td> <td>41262</td> </tr> <tr> <td>INSURER D: Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: XL Specialty Insurance Company | 37885 | INSURER B: Travelers Indemnity Co. of Am. | 25666 | INSURER C: Travelers Lloyds Ins. Company | 41262 | INSURER D: Charter Oak Fire Insurance Co. | 25615 | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | | | |
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| INSURER E: | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | |

COVERAGES CERTIFICATE NUMBER: Cert ID 16726 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.

| INSR LTR | TYPE OF INSURANCE | ADD'L SUBR INSR | WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------------|-----|---|-------------------------|-------------------------|---|
| C | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOA | Y | Y | PACP5029L310 | 8/15/2012 | 8/15/2013 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 |
| D | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS | Y | Y | BA5029L579 No Owned Autos on policy. | 8/15/2012 | 8/15/2013 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y | N/A | UB3546T795 | 8/15/2012 | 8/15/2013 | <input checked="" type="checkbox"/> WC STARTUP/TORY LIMITS EL EACH ACCIDENT \$ 1,000,000 EL DISEASE - EA EMPLOYEE \$ 1,000,000 EL DISEASE POLICY LIMIT \$ 1,000,000 |
| A | Professional Liability | N | Y | DPR9702735 | 8/15/2012 | 8/15/2013 | Per Claim/Annual Aggregate \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. City of Plano is shown as an additional insured on the general, auto and umbrella liability coverages as required by contract. A waiver of subrogation in favor of the additional insureds is shown on all policies. RE: Saigling House, Start Up

| | |
|---|--|
| CERTIFICATE HOLDER City of Plano Attn: Bill Dakin 1409 Ave. K Plano TX 75074 | 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 |
|---|--|

EXHIBIT "E"

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

A. No Prohibited Interest

I, the undersigned, declare that I am authorized to make this statement on behalf of **QUIMBY MCCOY PRESERVATION ARCHITECTURE, LLP**, a Limited Liability Partnership organized under the laws of the State of Texas, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **QUIMBY MCCOY PRESERVATION ARCHITECTURE, LLP**, 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."

B. Equal Rights Compliance

1. Section 2-11(F) of the City Code of Ordinances 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."

2. I am aware that my company, its directors, officers and employees must comply with Section 2-11(F) of the City Code of Ordinances unless an exclusion applies, as indicated below. Further, I understand that if Section 2-11(F) applies, I am entitled to apply to the City Manager for a waiver from signing this section of the affidavit based on a conflict with state or federal law. The contract will not be executed prior to the waiver issue being resolved.

Having made reasonable inquiry, I affirm that my company, its directors, officers and employees agree to comply with Section 2-11(F); or my company is excluded from this Ordinance based on the following: **[PLEASE CHECK BELOW, IF APPLICABLE]**

_____ A religious organization.

_____ A political organization.

_____ An educational institution.

_____ A branch or division of the United States government or any of its departments or agencies.

_____ A branch or division of the State of Texas or any of its departments, agencies or political subdivisions.

_____ A private club that is restricted to members of the club and guests and not open to the general public.

_____ Is not an "employer" under Section 2-11(F) because it has not had 15 or more employees for each working day in each of 20 or more calendar weeks in the current or preceding calendar year.

[THIS SPACE INTENTIONALLY LEFT BLANK]

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, if applicable, at any time during the term of this contract may render the contract voidable by the City.

QUIMBY MCCOY PRESERVATION ARCHITECTURE, LLP

By:

Marcel Quimby
Signature

Marcel Quimby
Print Name

PRINCIPAL
Title

FEB 6, 2015
Date

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me this 6th day of Feb., 2015.

[Signature]
Notary Public, State of Texas

