



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:		3/17/15		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): Susan Berger (7255)				
CAPTION				
Approval of a Landscape Architect Services Agreement by and between the City of Plano and KENDALL + Landscape Architecture, in the amount of \$139,000 for design services for a dog park at Bob Woodruff Park and authorizing the City Manager or his designee to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2014-15	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		1,393,872	1,576,128	0
Encumbered/Expended Amount		-1,393,872	-858,260	0
This Item		0	-139,000	0
BALANCE		0	578,868	0
FUND(S): PARK IMPROVEMENTS CIP				
<p>COMMENTS: Funding for this item is available in the 2014-15 Park Improvements CIP. The landscape architecture services agreement, in the amount of \$139,000, will leave a current year balance of \$578,868 remaining for future expenditures for improvements to Plano parks.</p> <p>STRATEGIC PLAN GOAL: Obtaining professional services to prepare plans for a dog park at Bob Woodruff Park relates to the City's goal of Great Neighborhoods - 1st Choice to Live.</p>				
SUMMARY OF ITEM				
<p>This Agreement provides for the preparation of plans and specifications for the construction of a dog park at the corner of Park Boulevard and Shiloh Road in Bob Woodruff Park. The new improvements will include parking, a welcoming entry, gathering spaces, shade pavilions, restroom building, shade trees, LED lighting, misting water feature for cooling, dog rinse stations, irrigation system, utilities, grading, drainage improvements, new turf, and new trail connections to the rest of the park.</p> <p>The total contract is \$139,000 and includes basic services, reimbursable expense, surveying, and engineering services. The professional services fee is 10.7% of the estimated construction cost of \$1,300,000.</p> <p>KENDALL + Landscape Architecture is on the 2014-15 selected list of qualified consultants for Landscape Architect Services. The fee is similar to other projects of this size and type.</p>				

Project Location Map:

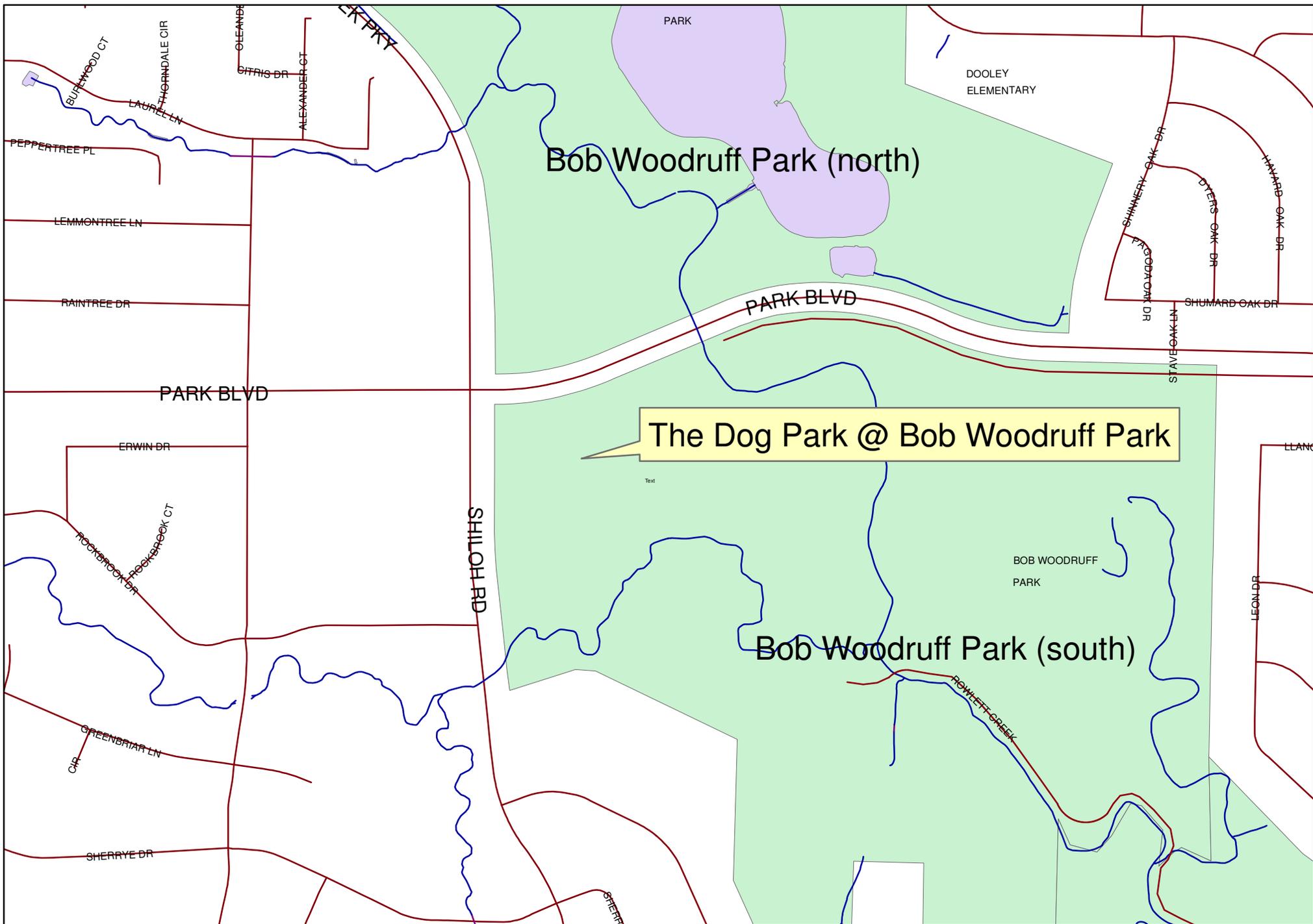
<http://goo.gl/maps/JJxFF>

List of Supporting Documents:

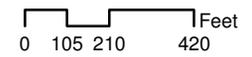
Location Map

Landscape Architect Services Agreement

Other Departments, Boards, Commissions or Agencies



The Dog Park @ Bob Woodruff Park



THE DOG PARK AT BOB WOODRUFF PARK

PROJECT NO. 6573

LANDSCAPE ARCHITECT 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 **KENDALL + Landscape Architecture**, a **SOLE PROPRIETORSHIP**, 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 DOG PARK AT BOB WOODRUFF** 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 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: Bill Dakin, ASLA
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:

KENDALL + Landscape Architecture
Attn: Michael S. Kendall
8150 North Central, Suite M2025
Dallas, TX 75206

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.

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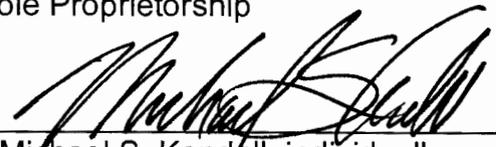
G. Authority to Sign:

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.

KENDALL + Landscape Architecture
A Sole Proprietorship

DATE: 12 FEB 2015

BY: 
Michael S. Kendall, individually and as
SOLE PROPRIETOR

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

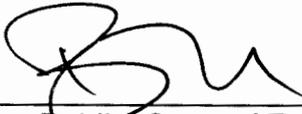
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

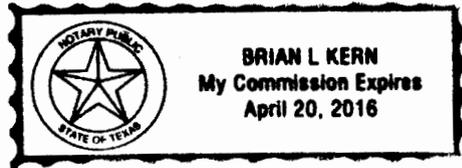
ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 12th day of Feb, 2015, by **MICHAEL S. KENDALL, INDIVIDUALLY AND AS SOLE PROPRIETOR, d/b/a KENDALL + Landscape Architecture**, a sole proprietorship, individually and on behalf of said sole proprietorship.



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 DOG PARK AT BOB WOODRUFF PARK – PLANO, TEXAS

Programming, Design and Construction Documents

- I. Field Survey:
 - A. Approximate 7.5 acre Dog Park within Bob Woodruff Park at the southeast corner of East Park Boulevard and Shiloh Road bounded by East Park Boulevard, Shiloh Road and the 100 acre flood plain. The survey will include the western edge of the existing trail at the eastern edge of the project site.
 - B. The survey will use conventional means and methods.
 - C. T.B.M. will be provided to the City and Contractor.
 - D. All existing visible improvements on the subject property.
 - E. Obtain elevations on-site sufficient to provide 1 foot contours and spot grades.
 - F. Streets will be located to the center of pavement.
 - G. Obtain location of visible on-site utilities including tops, flow lines, sizes of inlets and manholes. Utility poles and electrical structures shall be included.
 - H. Underground utilities will be shown in their approximate locations based on available utility maps supplied by the client or utility companies.
 - I. Trees 6" in diameter and larger measured three feet from the ground will be located and identified by their common name.

- II. Structural Soil boring and testing:
 - A. Structural soil boring and testing.
 - B. The soil testing will include:
 1. Description of the soil and ground water conditions as they relate to the performance and construction of the project.
 2. Foundation alternatives to include constructability and magnitude of anticipated movement.
 3. Alternate earthwork preparation methods to reduce the potential movement of a ground-supported foundation and/or floor slabs.
 4. Design considerations and recommended stabilization.
 5. Pavement subgrade conditions and recommended stabilization.
 6. Pavement sections for light to moderate traffic for the parking lot.

- III. Schematic Design: KENDALL + Landscape Architecture will prepare preliminary drawings for the above mentioned park area that will include the following list of improvements. The preliminary drawings will be provided for the City's review. The Schematic design drawings will be color rendered plans and elevations.
 - A. Conduct a project initiation meeting with Owner to establish the design intent and program requirements. Obtain all available site information and budget considerations.
 - B. Conduct a site analysis to understand the opportunities and constraints inherent in the site.
 - C. Prepare a schematic design plan and graphics that include:
 1. Parking for 80 – 100 spaces.
 2. Restroom – 2 men and 2 women.
 3. Shelters, plazas, and gathering spaces.
 4. Large dog area – 2.
 5. Small dog area – 1.
 6. Senior dog area – 1.
 7. Special event area if there is space available.
 8. Lighting – LED with Control Link.

9. Dog spray pad using domestic water with sanitary drain and storm sewer overflow.
10. Domestic water to supply makeup water for the spray pad and irrigation supply for new Dog park.
11. Trail connections.
12. Fencing.
13. Signage.
14. Land forms to create visual interest and exercise.
15. Prepare preliminary cost estimates for the schematic design solution.
16. Review the plan and estimates with the Owner and other Consultants for input and approval to proceed.

IV. Final Construction Documents:

- A. Based on the approved Schematic Design plans, KENDALL + Landscape Architecture will prepare Construction drawings and contract documents for the project. The documents will be consistent with current code requirements. The drawings will be as follows, but not limited to:
 1. Prepare final construction documents for the Hardscape elements:
 - a. Horizontal control for all elements.
 - b. Vertical control for all elements.
 2. Prepare final construction documents for the Architectural items:
 - a. Floor plan
 - b. Elevations
 - c. Sections
 - d. Structural foundations.
 - e. Building mechanical, electrical and plumbing.
 3. Prepare final construction documents for the Electrical items:
 - a. Site electrical layout plan.
 - b. Light pole services and selection.
 - c. Restroom power services.
 - d. Convenience power for the special events area.
 4. Prepare final construction documents for the Softscape items:
 - a. Final planting plans for the project, including locations and identification of all plant materials and plant list showing quantities, sizes, varieties and conditions of materials.
 - b. Final irrigation plans for the project.
5. RAS submittals. All plans shall be RAS compliant prior to bidding. A site review will be completed prior to completion of construction.
6. Prepare bidding documents.
7. Coordinate work with the consultants.
8. Review all work with the Owner and Consultants for input and approval before issue of bidding set.
- B. Technical specifications necessary to describe the materials, systems, equipment, workmanship, quality, methods and performance criteria required for construction of proposed improvements not covered by the standard City of Plano specifications. Engineered web site specifications which apply to this project will be used.
- C. Preparation of a "mark-up" of the standard City of Plano bid and contract forms including preparation of a contract bid schedule for the project. We will assist the City in bidding and awarding of the construction contract, preparation of bid tabulations and a letter of contractor recommendations.
- D. Storm Water Pollution and Prevention Plans as required by the state and the City of Plano erosion control ordinance.

V. Plano Engineering filings

- A. Site Plan.
 - 1. Prepare a Site Plan submittal per City of Plano requirements for the 10+/- acre site only. Site Plan of the remainder of the platted lot is excluded from this scope.
 - 2. Submit Site Plan to City of Plano for review.
 - 3. Attend Planning and Zoning meeting considering the Site Plan.
- B. Preliminary Plat
- C. Final Plat

VI. Bid Administration

- A. Answering bid questions from Bill Dakin.
- B. Providing City with a bid recommendation.
- C. Check Contractors calculations on bid for accuracy.

VII. Construction Observation

- A. Check and approve construction materials samples, shop drawings and any other submissions for conformance with contract documents and design intent.
- B. Make 3 trips to the site to assist the Owner in observing the progress, process, and quality of the installation of applicable hardscape and softscape items.
- C. Provide the Owner with 3 field reports corresponding to the site visits above and documenting site activity observed with any recommendations regarding the construction necessary to assure conformance to contract documents, desired quality, and design intent.

VIII. Project Closeout

- A. Final drawings in AutoCAD 2000. No xrefs or NAD83 Datum.
- B. We will create a "Record" set of drawings based on information provided by the Owner and Contractor.
- C. We will provide a CD of all drawings and images for the project.

IX. Additional Services

- A. Additional Services: KENDALL + Landscape Architecture agrees this is a turn key project for the City of Plano and will perform work, within reason, that is necessary to prepare a competitive bid situation. Services that are not expressly written in the above outline will be considered additional services. KENDALL + Landscape Architecture will not be proceeding with any additional services without the written authorization from the City and an agreement regarding fee.
- B. Payment for such services will be mutually agreed to prior to initiating the services and will be billed on a percentage complete for each phase on same monthly basis plus reimbursable expenses.
- C. Hourly rates for additional services shall be billed as shown below:

Principal	\$150 per hour
Project Landscape Architect	\$90 per hour
Draftsman	\$60 per hour
Clerical	\$40 per hour
- D. The following additional services may be included in this scope of services if authorized in writing by the Owner.
 - 1. Revisions to drawings previously approved by the Owner.
 - 2. Services of consultants other than stated above.
 - 3. Construction surveying, staking, and verification.
 - 4. Public presentations and additional presentations beyond those outlined above.

5. Assist the Owner in making decisions on all claims regarding the applicable site development work.
6. Representation in litigation and/or negotiations.
7. Change Orders as caused by participants other than the Landscape Architect for significant increase in scope of the work.
8. Execution of three-way contracts
9. Drainage, water, or sanitary sewer study or report.
10. LEED design and/or documentation.
11. Planned Development creation or existing modification.
12. The project size exceeding 10 acres.
13. Filing fees for the TDLR submission.
14. Construction Observation site visits in excess of 3.

EXHIBIT "B"

COMPLETION SCHEDULE
DOG PARK AT BOB WOODRUFF PARK – PLANO, TEXAS

KENDALL + Landscape Architecture agrees to complete the scope of services for Schematic Design, and Construction Documents described in Exhibit "A" within 120 days from execution of contract excluding plan reviews.

EXHIBIT "C"

PAYMENT SCHEDULE
DOG PARK AT BOB WOODRUFF PARK – PLANO, TEXAS

KENDALL + Landscape Architecture's fee for the scope of services described in Exhibit "A" including all reimbursable and incidental expenses, is to be a lump sum fee of:

1.	Survey	\$10,000.00
2.	Soil testing	\$7,000.00
3.	Programming/Schematic Design	\$29,000.00
4.	Construction Documents	\$83,500.00
5.	Bidding	\$2,000.00
6.	Construction Observation	\$5,000.00
7.	Record Drawings	\$1,500.00
8.	Reimbursables	\$1,000.00
	<hr/>	
	Total	\$139,000.00

We will invoice for these services monthly on or about the 1st of each month on a percentage complete of each phase. Any additional work authorized in advance by the City of Plano shall be at a rate of:

1.	Principal	\$150.00
2.	Project Landscape Architect	\$90.00
2.	Draftsman	\$60.00
3.	Clerical	\$40.00

EXHIBIT "D"

LANDSCAPE ARCHITECT

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

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

1. Workers' Compensation & Employers' Liability

Statutory limits of State of Texas
\$100,000 accident \$100,000 disease
\$500,000 policy limit disease

MAL **Not required Sole Proprietor**

2. For Future Use

3. City Approved Alternative Workers' Comp. Program

\$150,000 medical, safety program

4. General Liability

Complete entry No. 26
Minimum \$500,000 each occurrence
\$1,000,000 general aggregate

5. General aggregate applies per project (CGL)

6. Premises/Operations

(Items No. 3-10 & 12 require)

7. Independent Contractors

\$500,000 combined single limit for bodily injury and property damage

8. Products

damage each occurrence with

9. Completed Operations

\$1,000,000 general aggregate that applies to project under contract

10. Contractual Liability

11. Personal Injury Liability

\$500,000 each offense & aggregate

12. XCU Coverages

13. Automobile Liability

\$500,000 Bodily Injury & Property

14. Owned, Hired & Non-owned

Damage each accident

15. Motor Carrier Act Endorsement

16. Professional Liability

\$1,000,000 each claim

\$2,000,000 aggregate

17. Garage Liability

\$_____ BI & PD each occurrence



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/3/2015

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 12801 N. Central Expressway, Suite 1710 Dallas TX 75243	CONTACT NAME: Brian R Hadar PHONE (A/C No, Ext): (214) 503-1212 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Charter Oak Fire Insurance Co. 25615 INSURER B: Travelers Lloyds Ins. Company 41262 INSURER C: AXIS Surplus Insurance Company 26620 INSURER D: INSURER E: INSURER F:
INSURED Kendall Landscape Architecture 8150 N. Central Expressway Suite M2025 Dallas TX 75206	

COVERAGES **CERTIFICATE NUMBER:** Cert ID 27972 **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	ADDL SUBR	INSR WVP	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> PRO <input type="checkbox"/> LOC	Y	Y	PACP8897L139	3/18/2014	3/18/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMP/PROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	BA1213M427	3/18/2014	3/18/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	Professional Liability	Y		MBZ768648/01/2014	8/7/2014	6/7/2015	Per Claim/Annual Aggregate \$ 2,000,000

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. Thirty day notice of cancellation in favor of certificate holders on all policies. - RE: Dog Park at Bob Woodruff Park

CERTIFICATE HOLDER City of Plano - Parks & Recreation Dept. Attn: Bill Dakin 1409 K Avenue 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 Brian R. Hadar
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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 **KENDALL + Landscape Architecture**, a SOLE PROPRIETORSHIP 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 **KENDALL + Landscape Architecture**, 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]

