



**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:	10/10/11
Department:	Parks and Recreation
Department Head	Amy Fortenberry
Agenda Coordinator (include phone #): Susan Berger (7255)	

CAPTION

Approval of a Landscape Architecture Services Agreement by and between the City of Plano and Mesa Design Associates, Inc., in the amount of \$94,920 for master planning services associated with the White Rock Creek Community Park Site and authorizing the City Manager or his designee to execute all necessary documents.

FINANCIAL SUMMARY

NOT APPLICABLE OPERATING EXPENSE REVENUE CIP

FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	100,000	100,000	200,000
Encumbered/Expended Amount	0	0	0	0
This Item	0	-94,920	0	-94,920
BALANCE	0	5,080	100,000	105,080

FUND(S): PARK IMPROVEMENT CIP

COMMENTS: Funds are included in the FY 2011-12 Park Improvement CIP. This item, in the amount of \$94,920, will leave a 2011-12 balance of \$5,080 for the 09 White Rock Community Park Development project.

STRATEGIC PLAN GOAL: The 09 White Rock Community Park Development project relates to the City's Goal of Great Neighborhoods - 1st Choice to Live.

SUMMARY OF ITEM

This agreement provides for landscape architecture services associated with preparing a master plan for the 124 acre White Rock Creek Community Park Site located at the intersection of the Spring Creek Parkway and Windhaven Parkway. The City completed acquisition of the site in 2009. The 2009 Bond Election included \$5,000,000 for the first phase of development at the park. This master plan is the first step toward development of the park for public use.

The master planning services include preparation of base maps, detailed site assessments, public workshops, public meeting presentations and preparation of a final master plan to guide future development at the park. The total fee is \$94,920 which is 2.11% of the estimated construction budget of \$4,500,000. This fee is consistent with other park and engineering projects of this size and scope.

Mesa Design Associates was selected for this project through Request for Qualifications No. 2011-100-B. Eighteen (18) firms submitted qualifications. After thorough review of the qualifications submitted, two (2) firms



CITY OF PLANO COUNCIL AGENDA ITEM

were selected to be interviewed. Based on the qualifications and information provided in the interviews, staff selected Mesa Design Associates as the most qualified firm to provide master planning services for the White Rock Creek Community Park Site. A list of firms who submitted qualifications is included with this agenda item.

Mesa Design Associates has successfully provided landscape architectural services for the City of Plano on several other projects including Master Planning and Design of Arbor Hills Nature Preserve.

List of Supporting Documents:	Other Departments, Boards, Commissions or Agencies
List of Firms Submitting Qualifications Location Map Landscape Architecture Services Agreement	

List of Firms Submitting Qualifications
White Rock Creek Community Park

Caye Cook & Associates Landscape Architects **Rebecca Caye Cook:**
caye@ccalandscapearch.com

Clark Condon Associates **Sheila M. Condon:** scondon@clarkcondon.com

Cornerstone Design **G. Robert Adams:** rob.adams@adams-engineering.com

David C. Baldwin, Inc. **David Baldwin:** dave@davidcbaldwin.net

David McCaskill Design Group **David McCaskill:** davidkmcaskill@gmail.com

Design Workshop – **J. Rebecca Leonard:** rleonard@designworkshop.com or
jleonard@designworkshop.com

Halff Associates, Inc.

Jacobs Engineering Group, Inc. **Chad St. John:** chad.stjohn@jacobs.com

Kevin Sloan Studio – **Mary Diane Sloan:** mds@kevinsloanstudio.com

La Foy & Associates – **J. Camille La Foy:** clafoy@lafoyservices.com

La Terra Studio – **Kris Brown:** kbrown@laterrastudio.com

Land Design Partners DFW, Inc. **Henry Harshorn:** hhartshorn@landdesignpartners.com

Mesa Design Associates

NJB Landscape – **Karl Von Bieberstein:** kvb@njbinc.net

Schrickel Rollins & Associates – **Victor W. Baxter:** vbaxter@sradesign.com

SMR Landscape Architect **Brian Adams:** badams@smr-la.com

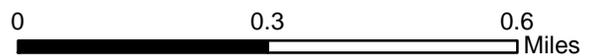
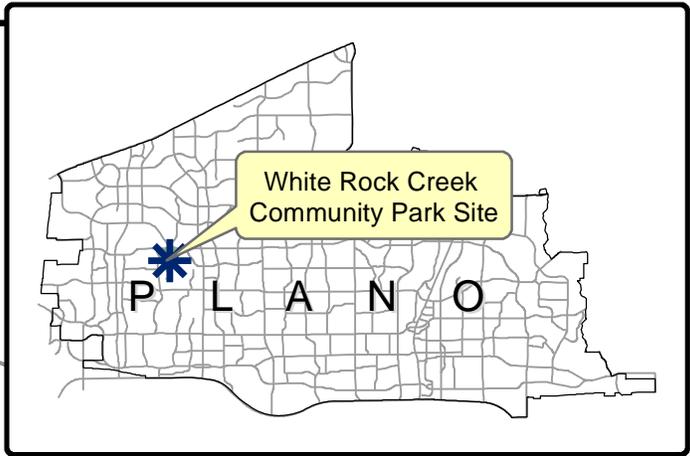
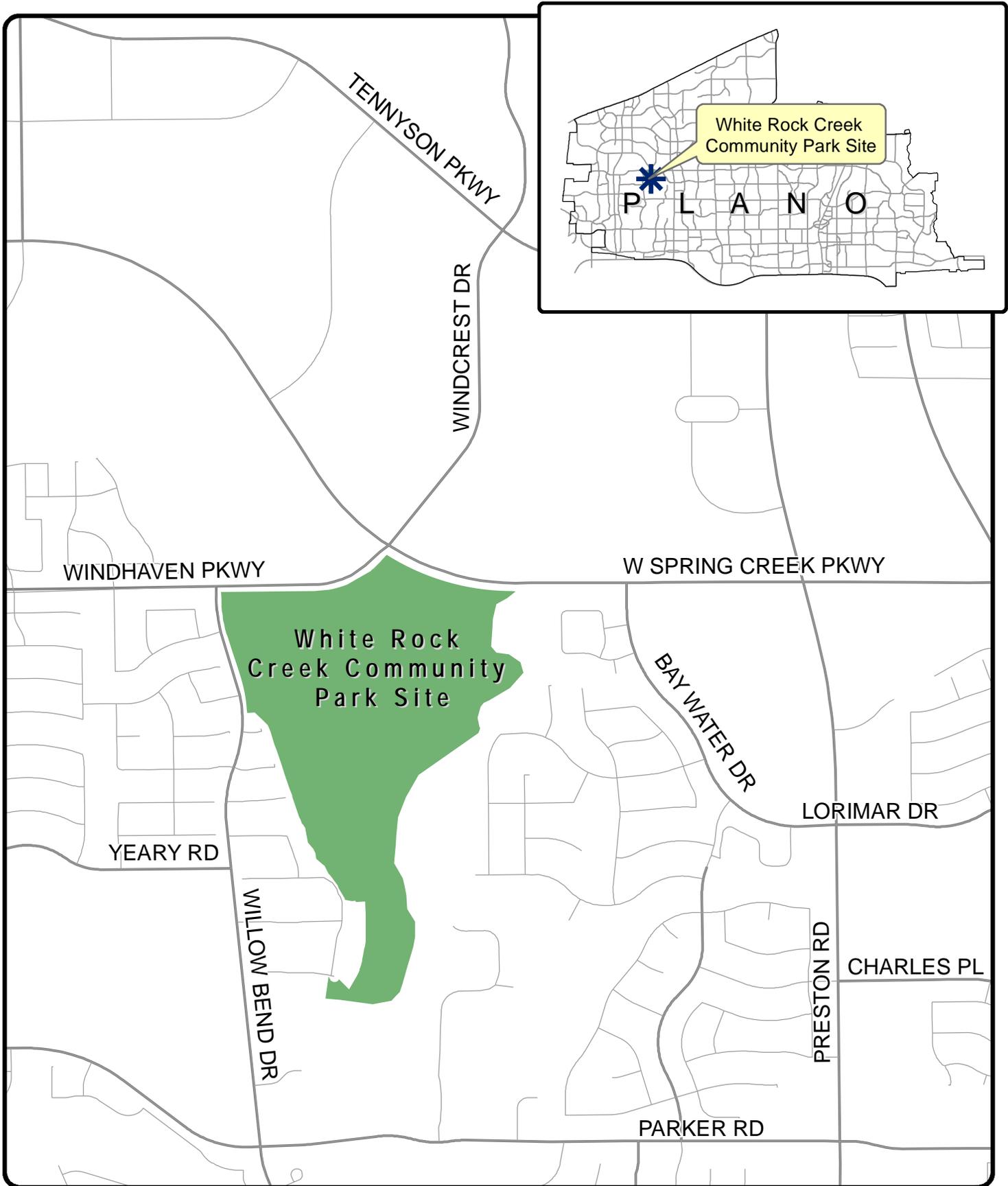
Stanley Consultants – **Mark Kopatz:** kopatzmark@stanleygroup.com

Teague Nall & Perkins- **Mark Berry:** mberry@tnp-online.com



Location Map

White Rock Creek Community Park Site



WHITE ROCK CREEK COMMUNITY PARK MASTER PLAN

PROJECT NO. 6182

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 **MESA DESIGN ASSOCIATES, INC.** a **TEXAS** Corporation, licensed to do business in the State of Texas, hereinafter referred to as "Architect", to be effective from and after the date as provided herein.

WITNESSETH:

WHEREAS, the City desires to engage the services of the Architect to perform landscape architectural services in connection with the **WHITE ROCK CREEK COMMUNITY PARK MASTER PLAN** project located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such Architectural services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Architect

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

II. Scope of Services

The parties agree that Architect shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications in the form of contract modifications orders may be authorized from time to time by the City.

III. Schedule of Work

The Architect agrees to commence work immediately upon execution of this Agreement, and to proceed diligently with said work, except for delays beyond the

reasonable control of Architect, to completion as described in the Completion Schedule, attached hereto as Exhibit "B" and thereby made a part of this Agreement.

IV. Compensation and Method of Payment

The parties agree that Architect shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto and incorporated herein as Exhibit "C". The contract amount specified in Exhibit "C" shall not be exceeded without the written permission of the City.

V. Information to be Provided by the City

The City agrees to furnish, prior to commencement of work, all that information requested by Architect and available in City's files.

VI. Insurance

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

Architect agrees to notify the City of any changes in insurance policy coverage, including but not limited to changes in limits and cancellation. The Architect shall notify the City in writing of any changes within forty-eight (48) hours of the change. The Architect's notice shall include a description of the changes and how those changes vary from the insurance requirements of the contract/agreement.

VII. INDEMNITY

THE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR

ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ARCHITECT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Architect further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Architect agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Architect shall execute the affidavit shown in Exhibit "E". Architect understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Architect's Opinion of Probable Construction Costs

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

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article XI, Architect will revise drawings to reflect changes made

during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Architect's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Architect agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Parks Department
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:

Mesa Design Associates, Inc.
1807 Ross Avenue, Suite 333
Dallas, TX 75201
Attn: Fred Walters

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.

MESA DESIGN ASSOCIATES, INC.
A Texas Corporation

DATE:

09.14.2011

BY:



Stan Cowan
PRESIDENT

CITY OF PLANO, TEXAS

DATE:

BY:

Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 14th day of September, 2011, by **STAN COWAN, PRESIDENT** of **MESA DESIGN ASSOCIATES, INC.**, a **TEXAS** corporation, licensed to do business in the State of Texas, on behalf of said corporation.



Karen Meloun
Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 2011, 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

PHASE I: SITE ASSESSMENTS & CRITICAL PARTY ENGAGEMENT

TASK 1.1: KICK OFF, DATA CONFIRMATION, & ASSESSMENTS

MESA will meet with the City staff and the owner, and walk the site to review all existing base data, goals previously discussed, and new initiatives identified by the City for the project. A key component of this meeting will be the confirmation of schedules (including key milestones, and critical path elements, etc.) and anticipated deliverables. We will also confirm the core client team, primary points of contact, stakeholder groups, and their roles within the planning process. Dates and formats for public workshops will be discussed. The Kick-Off Meeting will be combined with the initial site visit associated with the assessments listed below.

These activities are intended to provide a basis of policy, physical, natural, wildlife, historical, and cultural information about the sites as a foundation of the planning process and include the following:

- A. Base Maps, Code Review, and Previous Research:** MESA will gather from the City and other public domain sources, the database needed to undertake assessments described below. An on-the-ground topographic survey and tree inventory will be performed as necessary to update information already in our files. Development codes and jurisdictional restrictions will be reviewed.
- B. Site Assessment: Habitat & Systems:** MESA will gain an understanding of the criteria for park program development based the natural systems present on the site. We will comprehend and describe ecosystems through review of previously developed documentation as well as document the extent to which they have been disrupted by human intervention to date. "Layers" dealing with soils, slope, vegetation, habitat, and others, will each be considered.
- C. Use Assessment: Program Patterns & Activities:** MESA will map the anticipated patterns of usage and circulation based upon City feedback at the Kick-Off Meeting (as well as positive and negative impacts of these activities) to gain an understanding of current and potential usage levels, and the inter-relationship between various programs. Neighborhood connections will also be evaluated.
- D. Built Fabric Assessment:** MESA will evaluate the condition of existing on-site facilities, including infrastructure (roads, sidewalks, utilities, etc.), and other amenities available for adaptive re-use opportunities, making a cursory evaluation of all built elements in terms of their physical condition, current use, and longevity. Facilities will be ranked for any proposed reuse, upgrade, or removal. Functionality and maintenance challenges will be documented. Context encroachment will be addressed on adjacent tracts and mitigation strategies will be addressed to preserve the integrity of the site's anticipated experiential qualities.
- E. Sensitivity Composite Assessment:** MESA will overlay the various sensitivity maps, rendering a composite map for all facets of the assessments (natural, built, etc.). This process creates an assessment rather than inventory of the park's significant strengths, vulnerabilities, and flexibility (ability to adapt to change). This map is essential in evaluating the impact of current and future use patterns, City initiatives, programs, and facilities within the existing fabric of the park. This document will serve as a guiding instrument in the development of the Master Plan.
- F. Experiential Assessment:** MESA will evaluate the park in efforts to distinguish the experiential qualities and districts essential to the park's sense of place. The differentiation of these spaces may be a response to facilities, natural features, programs, or contextual relationships. Through the identification of "experiential" rooms, and the characteristics associated with those spaces, MESA will be able to develop a master plan responsive to site-specific opportunities and constraints.

- G. Stakeholder Engagement:** MESA will act as a facilitator to the stakeholder input process. Initially, we will develop an Information Management Plan and schedule identifying times, as deemed appropriate by the City, to conduct interview and input sessions with key critical parties/ user groups that are significant to the master plan development. This task includes two (2) stakeholder meetings. These may include City Council Members, City Staff, neighborhood associations (HOA), etc. Subsequent to these reviews MESA will present its findings to the City Council in Task 1.2.

Product: MESA will visit the sites, collect and synthesize base data into a composite existing conditions assessment plan, meet with City staff, and host the stakeholder interviews stipulated above. MESA will provide the city with one (1) hard copy of each map as well as digital files (PDF). MESA will meet with the City to prioritize all input received during citizen engagement meetings prior to moving with the following tasks.

TASK 1.2: ASSESSMENTS PRESENTATION & PROGRAMMING WORKSHOP

MESA will host a workshop with appropriate parties which may include the City staff, the tenant, Parks and Recreation Planning Board and the City Council to review the assessments, stakeholder input, and discuss potential park programming. The design team will look for a critique and evaluation/confirmation of the assessments and engage with the attendees in a "visioning" session regarding potential park programs employing methodology designed to take into account all assessments and assist in determining the most responsive direction for development. We will review anticipated phasing, adaptive re-use, temporary use for short-range initiatives, and program flexibility for the Master Plan. After this meeting, MESA will consolidate the thoughts into a new presentation to be shared with the public.

Product: MESA will host an assessment and programming workshop/presentation for City staff.

TASK 1.3: PUBLIC WORKSHOP #1 - Assessments and Programming Input

MESA will conduct a workshop session the community. The workshop will begin with a presentation of the findings and assessments associated with the park, adjusted per the input received from the City. MESA will facilitate a discussion, encouraging participants to provide additional commentary on the park's program. The goal of these discussions will be the generator of a list of program and facility goals, objectives, and initiatives for the park.

Product: Public engagement in the planning process. MESA will facilitate the public meeting and create a summary document of all public comments to be referenced in future planning tasks. Combined summary of City staff and public input goals. MESA will meet with the City to prioritize all input received prior to moving with the following tasks.

PHASE II: MASTER PLAN

TASK 2.1: CONCEPT MASTER PLAN

MESA will develop a descriptive level vision for the park that is directly derived from the goals identified in the City staff visioning and public workshops. This graphic is a preliminary concept that depicts the program for the park and comprises a checklist of effects (from the initial input) that the master plan must accomplish. It is the "structure" that the plan will be built around and serves as an opportunity for confirmation before development of the final vision. MESA will host a presentation to City staff and share the following aspects of the concept:

- A. Programs** will graphically depict zones for each activity on site and serve to describe the relationships between each.
- B. Connectivity** identifies the external and internal linkages and circulation throughout the park and connections the surrounding community.
- C. Facilities & Amenities** will describe the list of structures and infrastructure that are necessary to provide and support the programs framework, also denoting circulation patterns, arrival sequences, and other patterns.

- D. The Natural Systems Framework** will identify an approach to habitat restoration, ecological strategies, and other management agenda to increase the quality and vitality of the park's natural systems, directly addressing issues identified in the assessments.

A preliminary cost projection will be prepared for consideration. MESA will meet with the City to share the concept master plan, and adjustments will be made prior to the public presentation to be conducted in Task 2.2.

Product: MESA will prepare the concept master plan and supporting documents for internal City presentations and for use in subsequent public meetings. Task processes, findings, and recommendations will be summarized into a chapter within the final report.

TASK 2.2: PUBLIC WORKSHOP #2 – Park Goals & Concept Master Plan Confirmation

MESA will present the Concept Plan to the public to solicit commentary and approval of the structural vision for the park. The community will see their goals (from workshop #1) identified on the diagrammatic plan. Following the public meeting, the design team will meet with the City in order to refine priorities if necessary based on public input.

Product: MESA will facilitate the public meeting and create a summary document of all public comments to be incorporated into the schematic design.

TASK 2.3: FINAL MASTER PLAN

MESA will refine the Concept Master Plan into a vision for future park development. This will be a descriptive level graphic plan, including sections and perspectives necessary to convey the design, which will graphically depict all park amenities at a real scale – depicting forms, material concepts, habitat enhancements, and detailed connections. The plan will illustrate all programs and areas of park development and address the following areas of park development all comprised within one graphic:

- A. Adaptive Reuse Initiatives** identify the structures, spaces, pathways, and other features of the site that deserve and need to be preserved, maintained, restored, renovated, and/ or reconstructed.
- B. Natural Fabric Initiatives** address projects associated with the preservation, conservation, restoration, and maintenance of natural systems and habitats that influence the park's form.
- C. Thematic Structure Initiatives** represent projects that address key thematic improvements such as entrance portals and sequencing, gateways, nodes, edges, and the definition of unique park districts.
- D. Traffic and Circulation Initiatives** identify those projects that establish an efficient and humble relationship between the park and its varied circulation patterns – pedestrian, vehicular, and trails, including community connections.
- E. Program Plan & Amenity Enhancement Initiatives** will organize the preservation, restoration, integration, and removal of program opportunities with the park.
- F. Implementation and Phasing Initiatives** will identify the subsequent design stages for the project and set a framework for implementation and funding mechanisms required to move forward at the anticipated schedule.
- G. The Conceptual Interpretive Plan (optional)** - This plan will develop an interpretive theme/ story outline for the park, and note the site elements necessary for conveying that educational storyline.

While the Final Master Plan illustrates the above mentioned elements (and others) on the site, the planning team will also prepare elevation studies, sections, perspective sketches and more detailed floor plans and alignments to illustrate

the aesthetic character of the constructed vision. These schematic architectural studies of pavilions, amenities, and other thematic elements begin to give a sense of vitality and life to the plan.

MESA will prepare a refined cost projection and break out the holistic vision into a series of attainable and fundable phases for execution. The end result of this subtask will be the definition of a Phase I scope and construction budget to further refine and bring forth to implementation.

Product: MESA will prepare a master plan graphic and report that depicts the information outlined above – specific area enlargements, sections, elevations, and sketches may be prepared as necessary. The updated cost projection will break out the discussed phases of park development, and identify the scope of the first phase of construction. A summary of the master planning process, as well as project and site history, and recommendations will be components of the Final Report.

TASK 2.4: FINAL PROJECT PRESENTATION – City Council & Public – The Holistic Vision

MESA will make a final project presentation, first to the Park and Recreation Planning Board, then to the City council (potentially a joint public comment session) of the vision and proposed Phase I. If the City considers this an important component of the community outreach process, MESA will also host a meeting to share the phasing and priority breakout of particular projects with the public (rather than a joint session).

EXHIBIT "B"

Task 1.1: Kick off, Data Confirmation, & Assessments

- | | |
|---|---|
| A. Base Maps, Code Review, and Previous Research
Initiation: Immediately upon execution of contract. | Duration: 2 weeks. |
| B. Site Assessment: Habitat & Systems
Initiation: Immediately upon conclusion of Task 1.1A. | Duration: 1 week. |
| C. Use Assessment: Program Patterns & Activities
Initiation: Immediately upon conclusion of Task 1.1A. | Duration: 1 week (concurrent with 1.1B). |
| D. Built Fabric Assessment:
Initiation: Immediately upon conclusion of Task 1.1A. | Duration: 1 week (concurrent with 1.1B). |
| E. Sensitivity Composite Assessment:
Initiation: Immediately upon conclusion of Task 1.1A-D. | Duration: 1 week |
| F. Experiential Assessment:
Initiation: Immediately upon conclusion of Task 1.1A-D.
Staff Review | Duration: 1 week (concurrent with 1.1E). |
| Initiation: Immediately upon conclusion of Task 1.1F. | Duration: 2-3 weeks |
| G. Stakeholder Engagement:
Initiation: Immediately upon conclusion of Task 1.1E-F. | Duration: 2 weeks |

Task 1.1 Duration: 8-9 weeks

Task 1.2: Assessments Presentation & Programming Workshop

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|---|----------------------------|
| Initiation: Immediately upon conclusion of Task 1.1. | Duration: 1-2 weeks |
| Staff Review | |
| Initiation: Immediately upon conclusion of Task 1.2. | Duration: 2-3 weeks |

Task 1.3: Public Workshop #1

- | | |
|---|----------------------------|
| Initiation: Immediately upon conclusion of Task 1.2. | Duration: 1-2 weeks |
|---|----------------------------|

Task 1.1-1.3 Duration: 12-16 weeks

Task 2.1: Concept Master Plan

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|---|----------------------------|
| Initiation: Immediately upon conclusion of Task 1.3. | Duration: 2-3 weeks |
| Staff Review | |
| Initiation: Immediately upon conclusion of Task 2.1 | Duration: 2-3 weeks |

Task 2.2: Public Workshop #2

- | | |
|---|----------------------------|
| Initiation: Immediately upon conclusion of Task 2.1. | Duration: 1-2 weeks |
| Staff Review | |
| Initiation: Immediately upon conclusion of Task 2.2. | Duration: 2-3 weeks |

Task 2.3: Final Master Plan

- | | |
|---|----------------------------|
| Initiation: Immediately upon conclusion of Task 2.2. | Duration: 2-3 weeks |
| Staff Review | |

- | | |
|---|------------------------------|
| Initiation: Immediately upon conclusion of Task 2.3. | Duration: 10-12 weeks |
|---|------------------------------|

Task 2.4: Final Project Presentation

- | | |
|---|----------------------------|
| Initiation: Immediately upon conclusion of Task 2.3. | Duration: 1-2 weeks |
|---|----------------------------|

Task 2.1-2.4 Duration: 20-28 weeks

Total Duration of Services:

32-44 weeks

EXHIBIT "C"

Task 1.1: Kick off, Data Confirmation, & Assessments

- A.** Base Maps, Code Review, and Previous Research **Lump Sum: \$4,250.00**
- B.** Site Assessment: Habitat & Systems **Lump Sum: \$2,750.00**
- C.** Use Assessment: Program Patterns & Activities **Lump Sum: \$1,500.00**
- D.** Built Fabric Assessment: **Lump Sum: \$4,250.00**
- E.** Sensitivity Composite Assessment: **Lump Sum: \$8,250.00**
- F.** Experiential Assessment: **Lump Sum: \$3,000.00**
- G.** Stakeholder Engagement: **Lump Sum: \$4,500.00**

Task 1.1 subtotal: \$28,500.00

Task 1.2: Assessments Presentation & Programming Workshop

Lump Sum: \$5,250.00

Task 1.3: Public Workshop #1

Lump Sum: \$4,250.00

Task 1.1-1.3 Total: \$38,000.00

Task 2.1: Concept Master Plan

Lump Sum: \$7,500.00

Task 2.2: Public Workshop #2

Lump Sum: \$5,250.00

Task 2.3: Final Master Plan

Lump Sum: \$24,500.00

Task 2.4: Final Project Presentations

Lump Sum: \$9,500.00

Task 2.1-2.4 Total: \$46,750.00

Task 1.1-2.4 Total Fees: \$84,750.00

REIMBURSABLE EXPENSES

Reimbursable non-labor costs for this project are a not to exceed amount of:

\$10,170.00

Total Cost of Task 1.1-2.4 Services, and Expenses:

\$94,920.00

ADDITIONAL SERVICES/HOURLY FEE SCHEDULE

Services requested, but not specifically included in the scope of services listed above, will be considered additional services. Modifications to drawings, after approval by Owner, as a result of changes requested by Owner or other consultant will be considered additional services and billed at an hourly rate as follows:

Principal III	\$235.00
Principal II	\$200.00
Principal I	\$180.00
Associate Principal	\$150.00
Associate - Residential	\$150.00
Associate - Planning	\$150.00
Associate - Accounting	\$150.00
Associate - CA/CO	\$140.00
Associate - Landscape Architecture	\$130.00
Project Manager II	\$110.00
Project Manager I	\$100.00
Designer - Planning	\$ 90.00
Designer II	\$ 90.00
Designer I	\$ 75.00
Graphics/Marketing/Admin	\$ 75.00
Intern	\$ 50.00

CONDITIONS

The following is listing of contractual conditions that apply to this proposal:

1. The client will provide the following:
 - a. Boundary and general survey locating structures, property lines, utilities that cross the property and interior lobby plans in AutoCAD and pdf format if information is available.
 - b. Soils Report (if required).
 - c. Budgetary Considerations: construction budget, phasing timeline, etc.
2. Not included are the following:
 - a. Vehicular Paving Improvements (engineering permit/construction documentation)
 - b. Utility permit/construction design (water, sewer, storm, electrical, cable, telephone, etc.)
 - c. Electrical or mechanical engineering
 - d. Project Signage and environmental graphics detailed design. MESA may review and design a general hierarchy or conceptual aesthetic design for the project signage.
 - e. Redesign of elements due to site plan changes requested after Client approval of a previously submitted plan (i.e., buildings relocate, site grading changes)
 - f. Water features: MESA may include conceptual/aesthetic design of water features include the design intent, character and location. Detailed design and MEP design of any features is not included.
 - g. Illustrative plans, models and drawings not specifically described in the Scope of Services
3. MESA Design Associates may subcontract consultants in the performance of any services described in this agreement.
4. MESA Design Associates does not act as General Contractor in any way, or accept responsibility, for poor craftsmanship.
5. The above-described compensation for MESA Design Associates does include the following non-labor costs:

Reimbursables:

 - a. Photostats/photocopying/plotting
 - b. Binding
 - c. Printing/reprographics

- d. Photography/film/film processing
- e. Mylars and reproducibles
- f. Federal Express, courier and/or delivery fees
- g. Mailing/Postage
- h. Microfilming/scanning/digitizing
- i. Blue printing, printing or binding for bid sets
- j. Long distance telephone calls and faxes
- k. Mileage (percentage allowed by IRS) @ .51/mi.
- l. Permits and/or registration fees
- m. Travel expenses outside of Dallas such as airfare and lodging
- n. Other products and services requested by the Client and not specifically described herein
- o. Any and all Jurisdictional Submittal, Permitting or Review Fees.

There will be a 15% Administrative Fee for all reimbursable expenses to compensate for bookkeeping but the total expenses plus any administrative fee will not exceed the total Reimbursable Expenses indicated above without Client approval.

- 6. Should the Client or Owner cancel scheduled meetings with less than 72 hours notice, MESA reserves the right to invoice the Client or Owner for all related National and International travel and accommodation expenses regardless.
- 7. Either Owner or Consultant may terminate this contract with (7) seven days written notice. Upon termination, Owner will be responsible for payment of all Consultant fees and reimbursables expended through the date of termination.
- 8. Should the project go "on hold" for more than sixty (60) days, the Consultant reserves the right to charge a \$600.00 restart fee.
- 9. Compensation for all services shall be paid in Dallas, Dallas County, Texas.
- 10. Invoice Schedule: Billing will be on a design progress basis at the end of each month.
- 11. Terms: Net thirty (30) days from invoice date. Finance charge of 1.5% per month (18% per annum) will be added to accounts over thirty (30) days past due. Reasonable Attorney's fees will be charged, if necessary, to collect on unpaid invoices. MESA reserves the right to file a property lien if invoices go over sixty (60) days past due.
- 12. If the client fails to make payments to MESA in accordance with this agreement, such failure shall be considered substantial non-performance and cause for termination or, at MESA's option, cause for suspension of performance of service under this agreement. If MESA elects to suspend service, prior to suspension of services, MESA shall give seven (7) days written notice to the client. In the event of a suspension of services, MESA shall have no liability to the client for delay or damage caused to the client because of such suspension of services. Client agrees to hold MESA harmless from and completely indemnify MESA from and against any and all damages, costs, attorney's fees, and/or other expenses which MESA may incur as a result of any claim by any person or entity arising out of such suspension of work. Before resuming services, MESA shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of MESA's services. MESA's fees for the remaining services and the time schedules shall be equitably adjusted.
- 13. The hourly rates and multiples for services of the Consultant and Consultant's subconsultants as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices annually or as agreed upon between the Client and Consultant. MESA reserves the right to adjust hourly-based contracts and additional service fees to compensate for inflation increases annually.

14. The initial payment of \$ Zero Dollars (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Client's account at final payment. Subsequent payments for services shall be made monthly and, where applicable, shall be in proportion to services performed on the basis set forth in this Agreement.
15. The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as Landscape Architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337; tele: 512.305.9000; fax: 512.305.9005; e-mail: www.tbae.state.tx.us.
16. LIMITATION OF LIABILITY: To the maximum extent permitted by law, the Client agrees to limit MESA's liability for the Client's damages to the sum of MESA's fees indicated in this proposal. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
17. By making visits to the site, MESA is not assuming the responsibilities of the builder, Construction Manager, Construction Superintendent or any of their agents or subcontractors.
18. Plans, drawings and specifications or other writings or documents prepared or provided by MESA hereunder are prepared for this Project only, but may be used by MESA for purposes of illustrating the scope and nature of project involvement. MESA shall provide Client with a reproducible set of drawings and specifications for its records. They shall not be used by Client for other projects or extensions to the project without the written agreement of MESA.
19. It is expressly understood and agreed that MESA shall not have control of, or charge of, or be responsible for construction, means, methods, techniques, sequences or procedures, or for safety precautions or programs in connection with the Project or for the acts or omissions of any contractor, subcontractor or other persons performing work for the Project and Client shall indemnify MESA and hold MESA harmless from and against any and all claims, demands, losses, costs, liabilities and damages including, without limitation, reasonable attorney's fees and expenses, incurred by MESA and arising out of or related to any of the aforesaid.
20. Notwithstanding any other provision of this Agreement, MESA and MESA's subconsultants shall have no responsibility for the discovery, presence, handling, removal, disposal or exposure of persons to hazardous materials in any form at the project site, including but not limited to asbestos, asbestos products, mold, polychlorinated biphenyl (PCB) or other toxic substances.

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."

NOTE: The words "endeavor to" and "but failure to mail such notice shall impose no obligation to liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

- 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

ENGINEERING

City of Plano - Insurance Checklist

("X" means the coverage is required.)

<u>Coverages Required</u>	<u>Limits (Figures Denote Minimums)</u>
<input checked="" type="checkbox"/> 1. Workers' Compensation & Employers' Liability	Statutory limits of State of Texas \$100,000 accident \$100,000 disease \$500,000 policy limit disease
<input type="checkbox"/> 2. For Future Use	
<input type="checkbox"/> 3. City Approved Alternative Workers' Comp. Program	\$150,000 medical, safety program
<input checked="" type="checkbox"/> 4. General Liability	Complete entry No. 26 Minimum \$500,000 each <u>occurrence</u> \$1,000,000 <u>general aggregate</u>
<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	\$500,000 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)
8/17/2011

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, SVP 6600 LBJ Freeway, Suite 220 Dallas TX 75240	CONTACT NAME: Patrick P McLaughlin PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #:
INSURED Mesa Design Associates, Inc. 1807 Ross Avenue Suite 233 Dallas TX 75201	INSURER(S) AFFORDING COVERAGE: NAIC #: INSURER A: XL Specialty Insurance Company 37885 INSURER B: Travelers Indemnity Company 25658 INSURER C: Travelers Lloyds Ins. Company 41262 INSURER D: Charter Oak Fire Insurance Co. 25615 INSURER E: Travelers Indemnity Co of Conn 25682 INSURER F:

Verified by Ron Underwood 9-1-2011

*A+ Rating, Stable →
A Rating, Stable →
A+ Rating, Stable →
A+ Rating, Stable →
Not Rated →*

COVERAGES CERTIFICATE NUMBER: Cert ID 11575 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.

CLASS LTR	TYPE OF INSURANCE	ACCIDENT SUBR. (Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
C	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> Indpend. Contractors <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Y	PACF7468L777	1/15/2011	1/15/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (E & Occur) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
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"/> NONOWNED AUTOS	Y	BA7468L949	1/15/2011	1/15/2012	COMBINED SINGLE LIMIT (E & accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
E	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DEDUCTIBLE \$ RETENTION \$	Y	CUB6150Y297	1/15/2011	1/15/2012	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NY) (If yes, describe in writing) DESCRIPTION OF OPERATIONS:	Y/N	US6418Y500	6/1/2011	6/1/2012	<input checked="" type="checkbox"/> MC STAT. TORY LIMITS <input type="checkbox"/> BOTH PER E1 EACH ACCIDENT \$ 500,000 E1 DISEASE - EA EMPLOYEE \$ 500,000 E1 DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liab	N	DDR9594800	8/1/2011	8/1/2012	\$1,000,000 Per Claim/ \$1,000,000 Annual Aggregate:

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (As per 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 annual policy period and is subject to a deductible, 30 Days notice of cancellation in favor of the certificate holder on all policies. City of Plano is shown as an additional insured on the general, auto and umbrella liability coverages as required by contract. The general liability coverage is on a primary and non-contributory basis. Umbrella liability

CERTIFICATE HOLDER City of Plano Attn: Ron Underwood 1409 Avenue 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 <i>Patrick P McLaughlin</i>
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DESCRIPTION OF OPERATIONS SECTION CONTINUED

DATE
8/27/2011

CERTIFICATE HOLDER:

City of Plano
Attn: Ron Underwood
1409 Avenue K
Plano TX 75074

INSURED:

Mesa Design Associates, Inc.
1807 Ross Avenue
Dallas TX 75201

DESCRIPTION OF OPERATIONS CONTINUED:

coverage follows form. Auto liability is on a primary basis. A waiver of subrogation is shown in favor of City of Plano on all policies as required by contract. Re: White Rock Creek Park

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Page 7 of 8

