



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: | | 11/23/15 | | |
| Department: | | Parks and Recreation | | |
| Department Head | | Amy Fortenberry | | |
| Agenda Coordinator (include phone #): Susan Berger (7255) | | | | |
| CAPTION | | | | |
| Approval of a Landscape Architect Professional Services Agreement between the City of Plano and Michael Kendall d/b/a/ KENDALL + Landscape Architecture in the amount of \$54,700 for design services and construction documents for Buckhorn Neighborhood Park renovation 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: 2015-16 | Prior Year (CIP Only) | Current Year | Future Years | TOTALS |
| Budget | 28,972 | 646,028 | 900,000 | 1,575,000 |
| Encumbered/Expended Amount | -28,972 | -3,663 | 0 | -32,635 |
| This Item | 0 | -54,700 | 0 | -54,700 |
| BALANCE | 0 | 587,665 | 900,000 | 1,487,665 |
| FUND(s): CAPITAL RESERVE FUND | | | | |
| <p>COMMENTS: Funding is available in the 2015-16 Capital Reserve CIP for this item. Professional landscape architecture services, in the amount of \$54,700, will leave a current year balance of \$587,665 available for future expenditures on neighborhood park renovation projects or other Park related renovation and rehabilitation projects.</p> <p>STRATEGIC PLAN GOAL: Obtaining professional landscape architecture services for park projects relates to the City's goal of Great Neighborhoods - 1st Choice to Live and a Financially Strong City with Service Excellence.</p> | | | | |
| SUMMARY OF ITEM | | | | |
| <p>This agreement provides for the preparation of construction documents and specifications for the renovation of Buckhorn Neighborhood Park, including new layout and design, walking trail, playground equipment, trees, irrigation and turf replacement. Construction documents will include structural soil boring and testing, final construction documents, technical specifications, bid administration, construction observation and project closeout.</p> <p>The total contract is for \$54,700 and includes basic services and reimbursable expenses. This fee is consistent with other park design projects of similar size and scope.</p> | | | | |



CITY OF PLANO COUNCIL AGENDA ITEM

KENDALL + Landscape Architecture was selected to provide park design services through the 2015 RFQ for the Community Investment Program - Park/Landscape Program.

Project Location Map:

<https://goo.gl/maps/p5CfvpkGgv42>

List of Supporting Documents:

Location Map

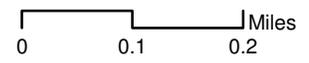
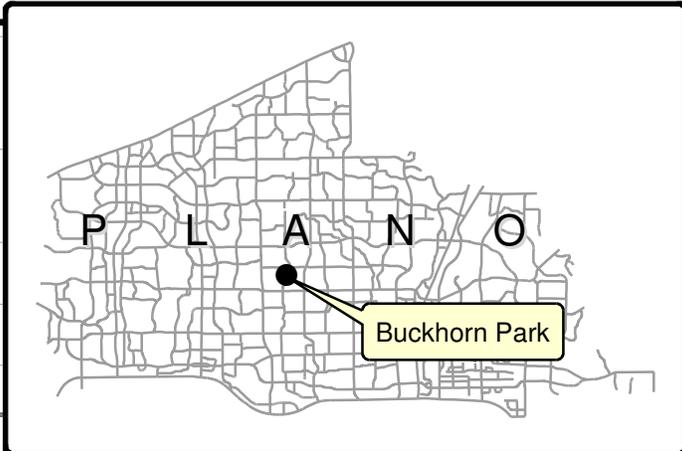
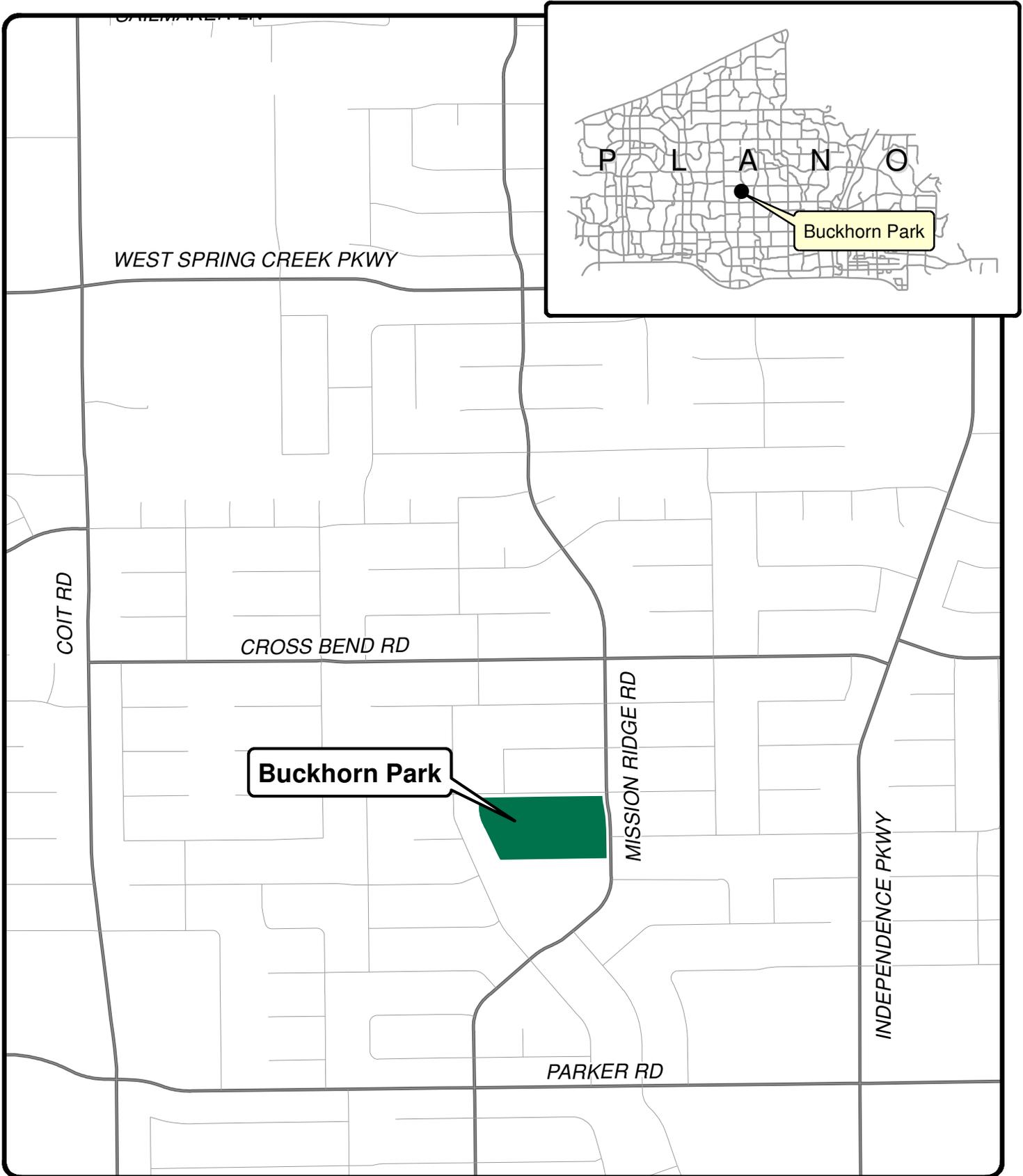
Professional Services Agreement

Other Departments, Boards, Commissions or Agencies

Location Map

Buckhorn Park

3601 Mission Ridge Rd, Plano, TX 75023



BUCKHORN PARK – CONSTRUCTION DOCUMENTS

PROJECT NO. 6592.1

**LANDSCAPE ARCHITECT
PROFESSIONAL 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 **BUCKHORN PARK – CONSTRUCTION DOCUMENTS** 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.

Architect shall perform his or her professional architectural services with the professional skill and care ordinarily provided by competent architects practicing in the same or similar locality and under the same or similar circumstances and professional

license. All such professional services shall be performed as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

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 SHALL INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, OFFICIALS, AGENTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, CAUSES OF ACTION, LOSSES, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS, DAMAGES, OR LIABILITY OF ANY CHARACTER, TYPE OR DESCRIPTION INCLUDING WITHOUT LIMITATION, ALL EXPENSES OF LITIGATION, INCLUDING EXPERT OR CONSULTANT FEES, COURT COSTS, AND

ATTORNEY'S FEES, RESULTING FROM PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM, TO THE EXTENT SUCH PERSONAL INJURY, PROPERTY DAMAGE OR HARM ARISES OUT OF OR IS OCCASIONED BY THE NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY OBLIGATIONS OWED BY THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, CONSULTANTS, AND REPRESENTATIVES, IN THE PERFORMANCE OF THIS AGREEMENT.

IF THE CITY DEFENDS AN ACTION, CLAIM, LAWSUIT OR OTHERWISE INCURS ATTORNEY'S FEES AS A RESULT OF AN INDEMNIFIED CLAIM AS STATED ABOVE, ARCHITECT AGREES TO REIMBURSE THE CITY IN PROPORTION TO THE ARCHITECT'S LIABILITY.

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: Angela Kralik
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.

G. Authority to Sign:

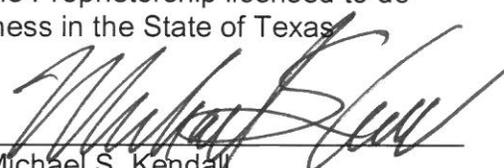
The undersigned officers and/or agents of the parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the parties hereto.

SIGNED on the date indicated below.

**KENDALL + LANDSCAPE
ARCHITECTURE**

A Sole Proprietorship licensed to do
business in the State of Texas

DATE: _____

BY: 
Michael S. Kendall
OWNER, 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

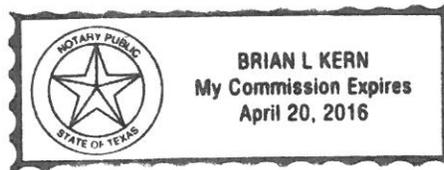
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 16th day of October, 2015, by **MICHAEL S. KENDALL, OWNER, INDIVIDUALLY AND AS SOLE PROPRIETOR, dba KENDALL + LANDSCAPE ARCHITECTURE, a SOLE PROPRIETORSHIP**, licensed to do business in the State of Texas, 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
BUCKHORN PARK – PLANO, TEXAS

Construction Documents

- I. 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. Biological analysis and recommendations.

- II. 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 Civil items:
 - a. Civil Engineer to review and approve proposed drainage solutions.
 - b. Civil Engineer to attend the site plan review meeting at the City of Plano on October 12th.
 - c. Civil Engineer is not required to stamp the drainage drawings or prepare a drawing for formal Engineering submittal review and approval.
 3. Prepare final construction documents for the Electrical items:
 - d. Site electrical layout plan.
 - e. Light pole services and selection.
 - f. 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.
 - c. Details.
 5. Meeting with a public group to review the playground equipment.
 6. RAS submittals. All plans shall be RAS compliant prior to bidding. A site review will be completed prior to completion of construction.
 7. Prepare bidding documents.
 8. Coordinate work with the consultants.
 9. 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.
- VI. Bid Administration
- A. Answering bid questions from Angela Kralik.
 - 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 6 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 6 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. Filing fees for the TDLR submission.
13. Construction Observation site visits in excess of 6.
14. Engineering drawing preparation and submittal for Engineering review.

EXHIBIT "B"

COMPLETION SCHEDULE
BUCKHORN PARK – PLANO, TEXAS

KENDALL + Landscape Architecture agrees to complete the scope of services for Schematic Design, and Construction Documents described in Exhibit "A" within 70 days from execution of contract excluding plan reviews. This does not include a site plan or engineering drawings submittal and review.

EXHIBIT "C"

PAYMENT SCHEDULE
BUCKHORN 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. | Soil testing | \$6,200.00 |
| 2. | Construction Documents | \$39,000.00 |
| 3. | Bidding | \$2,000.00 |
| 4. | Construction Observation | \$5,000.00 |
| 5. | Record Drawings | \$1,500.00 |
| 6. | Reimbursables | \$1,000.00 |
| | <hr/> | |
| | Total | \$54,700.00 |

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.)

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

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]

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

KENDALL + Landscape Architecture

By:

Signature

Print Name

Title

Date

[Handwritten Signature]

MICHAEL S KENDALL

Owner

10-16-15

STATE OF TEXAS

§
§
§

COUNTY OF DALLAS

SUBSCRIBED AND SWORN TO before me this 16th day of October, 2015.

[Handwritten Signature]
Notary Public, State of Texas

