



# CITY OF PLANO COUNCIL AGENDA ITEM

<b>CITY SECRETARY'S USE ONLY</b>				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		12/17/13		
Department:		Parks and Recreation		
Department Head		Amy Fortenberry		
Agenda Coordinator (include phone #): <b>Susan Berger (7255)</b>				
<b>CAPTION</b>				
Approval of a Landscape Architecture Services Agreement by and between the City of Plano and MESA Design Associates, Inc. in the amount of \$698,745 for design services for Windhaven Meadows Park and authorizing the City Manager or his designee to execute all necessary documents.				
<b>FINANCIAL SUMMARY</b>				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	<b>2013-14</b>	<b>Prior Year (CIP Only)</b>	<b>Current Year</b>	<b>Future Years</b>
				<b>TOTALS</b>
Budget		602,159	3,826,841	5,900,000
Encumbered/Expended Amount		-602,159	-1,341,833	0
This Item		0	-698,745	0
BALANCE		0	1,786,263	5,900,000
<b>FUND(S):     PARK IMPROVEMENT CIP</b>				
<p><b>COMMENTS:</b> Funds are included in the FY 2013-14 Park Improvement CIP. This item, in the amount of \$698,745, will leave a combined balance of \$1,786,263 for the 2009 Trail Connections and White Rock Community Park Development projects in 2013-14.</p> <p><b>STRATEGIC PLAN GOAL:</b> Constructions of improvements at a new park site, such as a parking lot, restrooms, trails and a pavilion, relates to the City's goal of Great Neighborhoods - 1st Choice to Live.</p>				
<b>SUMMARY OF ITEM</b>				
<p>This Landscape Architectural Services Agreement is for the construction of the first phase of improvements to the new park. The improvements at Windhaven Meadows Park include the construction of the main parking lot, restroom building, large pavilion, pond improvements, pedestrian bridge, dog park and adjacent parking lot, and trails. The main parking lot will be for approximately 282 spaces; the dog park parking lot will be for approximately 78 spaces.</p> <p>The estimated construction cost for the project is \$7,000,000. The total design fee is \$698,745 and includes basic design services, surveying, geotechnical investigation, site plan and platting, pond improvements and ACOE 404 permitting, Texas Accessibility Standards compliance, and reimbursable expenses. The total design fee is 9.9% of the estimated construction budget for the project.</p> <p>MESA Design Associates, Inc. was selected for this project through RFQ 2011-100-B.</p> <p>Project Location Map -  <a href="http://goo.gl/maps/fF4eC">http://goo.gl/maps/fF4eC</a></p>				

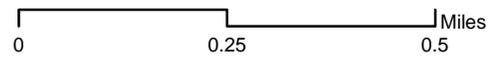
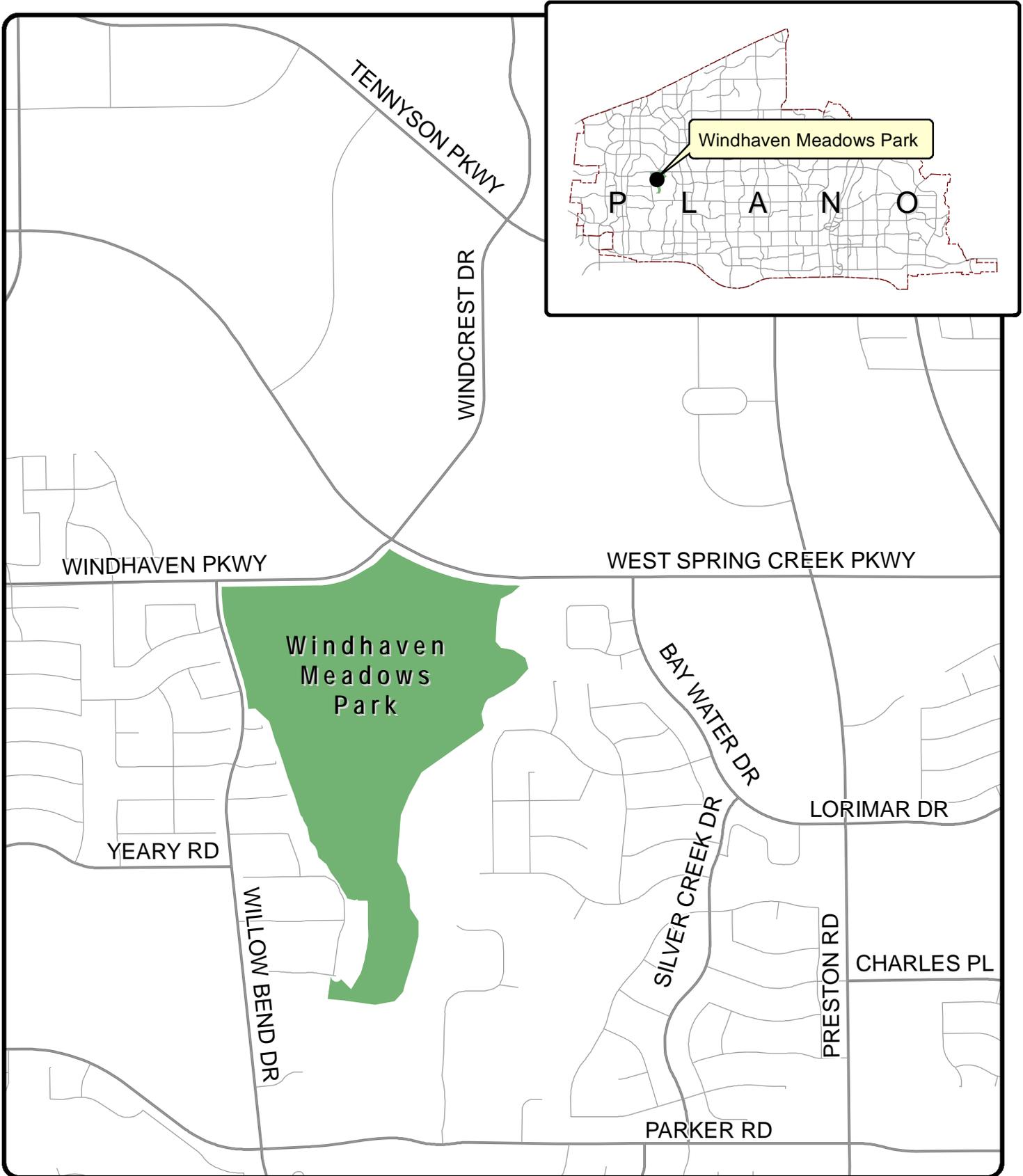


# CITY OF PLANO COUNCIL AGENDA ITEM

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

# Location Map

## Windhaven Meadows Park



**WINDHAVEN MEADOWS PARK**

**PROJECT NO. 6396**

**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 **WINDHAVEN MEADOWS PARK** 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  
Attn: Elizabeth Del Turco  
P.O. Box 860358  
Plano, TX 75086-0358

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

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

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: 12/2/2013

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 2nd day of December, 2013, 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 Melaun  
Notary Public, State of Texas

STATE OF TEXAS       §  
                                  §  
COUNTY OF COLLIN   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2013, 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**

This proposal addresses the phase I construction of Windhaven Meadows Park which responds to the master plan previously approved. The proposal addresses the following construction program with an anticipated budget of approximately \$7 Million. MESA will be prime consultant and retain the services of sub-consultants for Architecture, Civil, Structural, and MEP Engineering, Survey, Geotechnical Survey, and Corps Permitting.

- Demolition
- Grading
- Wet & Dry Utilities (site)
- Utilities (MEP)
- Project Identity Sign
- Parking and Drop-off
- Limited Tree Survey
- Copy of previously completed residential wall survey and accompanying photo survey
- Trail extension to Sea Pines Drive (to be constructed in future phase)
- Plaza and Pavilions
  - Prairie Pavilion (4,500 sf)
  - Restroom (3,150 sf)
- Playground
- Trail (11,000 lf)
- Dog park w/ restroom
- Tree Mitigation
- Pedestrian Bridge (100 lf)
- Neighborhood Buffer
- Lighting
- Landscape and Irrigation
- Pond improvements
- Corps/404 Permitting
- Geotechnical Report

### **PART ONE: SCHEMATIC DESIGN**

#### **Task One: Schematic Design**

Upon approval of the preliminary master plan and cost projections, the Design/Planning team will refine the existing master plan as it pertains to development by areas. MESA will prepare design sketches, plans, and exhibits as necessary to convey the design recommendations. Elements developed within this task correspond to the elements described above.

**Product:** At the conclusion of the schematic design phase, MESA will prepare sketches of site elements as necessary. Cost projections will be analyzed in relation to the budget.

**Meetings:** Two (2) city meetings.

#### **Task Two: Platting and Site Plan submission:**

MESA and the design team will prepare the necessary documents for submission of site plan and platting of the project to the appropriate city departments (assumed to be Planning and Engineering). It is assumed that due to the nature of the project, approvals will be secured on first submission, and that any site plan amendments will be addressed on the construction documents. Representation at Planning and Zoning or City Council (if needed) is assumed to be by city staff.

**Product:** Drawings for submission.

**Meetings:** As part of bi-weekly coordination. Appearance at public meetings will be billed as additional services.

#### **Task Three: Pond Improvements (Phase I)**

Working with the Civil Engineer (and wetlands consultant if necessary), MESA will examine grading issues dealing with storm water management along the western tributary of White Rock Creek. Improvements to the ponds will be evaluated as part of the Phase I improvements along with implications for future phases yet to be determined. Specifically, this task includes preparation of conceptual grading plans (hand drawn) for initial review by Civil Engineer. Upon review and comment of the design alternatives, MESA will prepare digital grading plans for distribution to the civil engineer. This task includes preparation of one (1) plan and revision subsequent to Client's and Engineer's input. Additional plans will be billed according to the hourly rate schedule. These digital plans will be used for accurate earthwork calculations and preliminary mass grading.

**Product:** Scale drawings for pricing input from qualified contractors and cost prioritization

**Meetings:** Two (2) meetings with city staff. Additional meetings will be billed hourly as additional service.

#### **Task Four: Preliminary Cost Projection**

MESA and the Design Team will prepare a preliminary cost projection for the phase I improvements in the park. This projection will identify phasing and sources of funds for development of the park. Through this process, the Design/Planning

WINDHAVEN MEADOWS EXHIBIT A

Team and City of Plano Staff can identify a scope of work for the team to proceed with design development and construction documentation.

**Product:** The Design/Planning Team will provide the city staff cost projections that depict the facilities within the preliminary master plan. These projections will take into account phasing and grant opportunities for the park.

**Meetings:** Assumed as part of meeting agenda for other tasks. Additional meetings will be billed hourly as additional service.

**PART TWO: DESIGN DEVELOPMENT**

**Task Five: Base Documents**

Using CAD files (existing hardscape features, utilities, and one-foot contours at a minimum) provided by the Civil Engineer, MESA will prepare base map documents as necessary to perform the scope of work outlined in the following tasks. Additional fee may be required if CAD files provided to MESA are not adequate.

**Product:** All exhibits and submittal documents described above will be submitted with plan scale and number of copies in accordance with City requirements to be submitted at necessary deadline as established by the City/Client.

**Meetings:** Assumed as a topic at scheduled project coordination meetings.

**Task Six: Bi-weekly Meetings and Coordination**

MESA will perform the role of "prime consultant" for the project. In that capacity, we will coordinate the input of the other design team members as necessary as it relates to the final accepted project vision and construction program. MESA will provide meeting minutes for any meetings attended as well as weekly schedule updates to be distributed via e-mail. Any necessary meetings and coordination outside of our office will be billed on an hourly basis. Services for this task will be billed as hourly services according to the attached hourly rate schedule.

**Meetings:** This task assumes 9 bi-weekly meetings during the design development phase, spanning approximately 3 months.

**Task Seven: Park Board & City Council Meeting (Optional Service)**

If requested by the city, the Design/Planning Team may present the phase I construction plans at a park board or city council meeting to inform the park board or council of the status of the master plan and provide an opportunity for those citizens affected most by the park to learn of its development.

**Product:** Attendance at two (2) public meetings, upon request.

**Meetings:** Additional meetings will be billed on an hourly basis as an additional service.

**Task Eight: Design Development**

After budgetary review and prioritization, MESA will finalize the design program with input from the Client and design team. Design development will deal with detailed and refined aspects of the landscape design such as materials and furnishings selection, budget refinement, and consultation with contractors about maintenance considerations and materials availability. These design documents and an accompanying refinement of the cost analysis will be presented to the Client for review and comment for final approval. MESA will meet with the construction superintendent and appropriate contractors to facilitate the most accurate cost projections possible at this phase of development.

**Product:** MESA will provide refined plans and details as necessary to address construction issues within project scope. Drawings will depict function, forms, and materials in graphic styles necessary to illustrate issues. Cost projections will be analyzed in relation to budget.

**Meetings:** Covered under task Six. Additional meetings will be billed on an hourly basis as an additional service.

**Task Nine: Pond and Well permitting**

The consultant team will prepare and submit an application to the Texas Commission on Environmental

Quality (TCEQ) for a water appropriations permit for the expanded pond along the White Rock Creek Tributary. Scope includes:

1. Conduct a pre-application meeting with the Water Rights Permitting Team at TCEQ in the Austin, Texas office with up to two of Consultant teams' staff.
2. Collect and analyze surface water samples limited to two samples as required by TCEQ.
3. Prepare the application forms for a bed and banks permit (TCEQ 10214).
4. Prepare a summary report, including required maps and exhibits in support of the application.
5. Submit the water rights permit application to TCEQ for review and comment. This includes up to two responses on the application. Responses to additional comments from TCEQ will be prepared on an hourly basis.
6. Attend one TCEQ hearing to support the permit application. It is assumed that dam design or Breach Analysis is not required as part of this effort. These tasks will be additional services, if required. Consultant team does not guarantee the approval of the water appropriations permit.

**Meetings:** Covered under task Six. Additional meetings will be billed on an hourly basis as an additional service.

### **PART THREE: CONSTRUCTION DOCUMENTS**

#### **Task Ten: Construction Documents**

Upon approval of the design development documents and cost projections, the Design/Planning Team will prepare construction documents for Phase I. The Design/Planning Team will prepare the construction documents and specifications necessary to communicate the scope of work to a competent contractor. Construction documents shall include:

1. **MESA and the Design Team will prepare the following construction documents:**
  - a. Civil documentation of park road and parking lot grading plans (MESA will provide civil with conceptual grading to be refined and input into final documents – MESA will provide review during final documentation process).
  - b. Architectural design for one pavilion and two restroom buildings.
  - c. MEP documentation of lighting plans (MESA will provide MEP light fixture locations and cut-sheets for incorporation into final documents – MESA will provide review during final documentation process).
  - d. Grading plans including Pond Improvements from Task Three.
  - e. Layouts of trails, plazas, play areas and associated facilities, entrance signage walls and monuments.
  - f. Layout of all park roads and parking lots.
  - g. Grading of all trails, and pedestrian accessible facilities ensuring ADA and TDLR compliance.
  - h. Construction details for all hardscape elements within project scope. Interpretive, way finding, and parking (handicap) signage will not be included within this scope. Additional fee will be required for the preparation of this material.
  - i. Landscape Construction Plans
  - j. Landscape Details & Plant List
  - k. Irrigation Plans & Details
  - l. Preparation of technical specifications that pertain to the aforementioned scope items.
  - m. Tree mitigation plan, based on limited tree survey of Phase I project area.
  - n. Erosion Control plans, Tree mitigation plans, and Demolition plans for existing structures. Demolition plans are assumed to be diagrammatic in nature, any special permitting or remediation documents are not included in this scope of service.
  - o. TDLR submittal and review. Estimated fee of \$1,350.00 is included in basic scope of services. Any additional fees will be charged as additional to this contract.

**Product:** The Design/Planning Team will provide the following sets for the park throughout the construction phase:

1. Five sets 24" x 36", and five copies 11" X 17" review set at 50% progress for internal distribution.
2. Five sets 24" x 36", five copies 11" X 17" review set, and two sets of specifications at 95% progress.
3. Five copies 24" x 36" final set complete with professional stamps & two 8-1/2" x 11" sets of final specifications.

**Meetings:** Assumed as a topic at scheduled project coordination meetings.

#### **PART FOUR: BIDDING**

##### **Task Eleven: Bidding Assistance**

The Design/Planning Team will assist the client in their implementation of the bidding process as follows:

1. Attend pre-bid meetings.
2. Answer questions and interpret drawings and specifications during the bidding period.
3. Prepare and distribute any required addendum.
4. Attend bid opening.
5. Provide review and analysis of the bids as submitted.
6. Plans will be distributed via BidSync. Any printing or distribution of hardcopies for bidding will be charged as an additional reimbursable expense.

**Product:** Successful contractor on budget with final construction scope ready for preparation of contracts by Client. Consultation with client to form strategies for bid alternates, if needed to maintain the aesthetic value, vision, and budget.

**Meetings:** Two (2) meetings outside of scheduled project coordination meetings.

#### **PART FIVE: CONSTRUCTION ADMINISTRATION PHASE**

##### **Task Twelve: Contract Administration / Construction Observation**

The Design/Planning Team will support contract administration and construction observation services as they relate to the implementation of the construction documents described in this proposal. Construction observation services will be as follows:

1. The Design/Planning Team will make site visits as necessary to the construction sites as they progress to determine conformance of the work to the design as portrayed in the construction documents. Site visits will be documented in field memos provided to the Client. These memos will generally describe The Design/Planning Team's response to issues identified by the Client and other issues that the team feels merit consideration by the Client.
2. The Design/Planning Team will clarify questions regarding the construction as the Client presents such questions, provide consultation and advice to the City, and prepare supplementary sketches where such sketches are needed to resolve conflicts between field conditions and the requirements of the drawings.
3. Review of contractor submittals and shop drawings as submitted by the contractor, for conformance with the project design. An evaluation of the submittal will be provided.
4. Tagging and inspection of plant materials (pre-delivery and on site) to assure conformance with the plans and specifications.
5. MESA will conduct a preliminary and final punch with contractor and city staff prior to substantial completion of project. Reports will be issued to city and contractor with field observations and required actions.

**Product:** Attendance at up to twenty-four (24) total site visits during the construction process with the Construction Superintendent or Client as requested. Site visits may be at critical points during construction at the decision of MESA. All field visits will be documented with a field report distributed to the client and the Construction Superintendent.

**Meetings:** None assumed outside of scheduled site visits.

#### **REIMBURSABLE EXPENSES**

Reimbursable non-labor costs for this project are anticipated at approximately 10% of the professional fee billings and included in the fee schedule detailed on Exhibit C.

**Note: Fees required for permitting and TDLR are estimated and included in the fee proposal. Changes to the fees required by any regulatory agency will be billed as an Additional Service.**

#### **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:

WINDHAVEN MEADOWS EXHIBIT A

Senior Principal	\$235.00
Principal	\$180.00
Associate Principal	\$150.00
Associate	\$130.00
Senior Project Manager	\$110.00
Project Manager	\$100.00
Senior Designer	\$90.00
Designer	\$75.00
Marketing/Acct./Admin	\$75.00
Intern	\$50.00

**PROPOSAL AND CONTRACT CONDITIONS:**

1. The client will provide the following and MESA has the right to rely on this information and rely on any information provided by others:
  - a. Existing boundary and general survey information from city archives locating structures, property lines, utilities that cross the property in AutoCAD format. This information would be additional to the site survey activities within project scope.
  - b. Budgetary Considerations.
2. Not included are the following:
  - a. Interpretive Signage and Graphics
  - b. Design of new or additional elements added to the scope of work or any related off-site improvements
  - c. Redesign of elements due to site plan changes (i.e., buildings relocated, site grading changes)
  - d. Water features (Fountains)
  - e. Illustrative plans, models and drawings not specifically described in the Scope of Services
  - f. As Built Drawings – by Contractors
  - g. On-Site Construction Management
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 includes 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) currently @ .56.5/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.

WINDHAVEN MEADOWS EXHIBIT A

- o. Any and all Jurisdictional Submittal, Permitting or Review Fees.
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 incurred.
7. Either Party may terminate this contract with (7) seven days written notice to the other party. Upon termination, MESA will be paid for all work performed, including reimbursable expenses, 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 when the project resumes. MESA's fees for the remaining services and the time schedules shall be equitably adjusted.
9. This agreement is to be governed by the laws of the State of Texas. Compensation for all services shall be paid in Dallas, Dallas County, Texas.
10. In the event disputes are not satisfactorily resolved through informal discussions, the Client and MESA agree that all disputes between them arising out of or relating to this agreement or the Project shall be submitted to nonbinding mediation. In the event the parties to this agreement are unable to reach a settlement through mediation, then such disputes shall be settled by litigation, in a court of competent jurisdiction.
11. Invoice Terms: Net thirty (30) days from invoice date. A finance charge of 1.5% per month (18% per annum) will be added to accounts over thirty (30) days past due. Client agrees to pay reasonable attorney's fees incurred by MESA 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 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 sub consultants 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](http://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 two times the 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 express written permission 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, third party beneficiaries, 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 sub consultants 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.
21. The Client agrees to waive consequential damages for claims, disputes or other matters in question arising out of or relating to this agreement.

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either MESA or the Client. MESA's services under this agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against MESA because of this agreement or the performance or nonperformance of services hereunder.

**The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless MESA, its officers, directors, employees and sub consultants (collectively, MESA) against all damages, liabilities or costs, including reasonable attorney's fees and costs, to the extent caused by the Client's negligent acts or breach of this agreement, and the acts of its contractors, subcontractors or consultants or anyone for whom the Client is legally liable. Neither the Client nor MESA shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.**

This document supercedes all previous discussions and documents, if any, and may only be amended by written agreement between the parties.

Respectfully submitted,  
MESA Design Associates, Inc.

Acceptance of Proposal and Contract Terms and Conditions:

Stan R. Cowan  
Principal

\_\_\_\_\_  
City of Plano, Texas

\_\_\_\_\_  
Date

**EXHIBIT "B"**

<b>Task One: Schematic Design</b>	
<b>Initiation:</b> Immediately upon execution of contract.	<b>Duration:</b> 4-6 weeks.
<b>Task Two: Platting and Site Plan Submission</b>	
<b>Initiation:</b> Immediately upon conclusion of Task One.	<b>Duration:</b> 4 weeks (revisions not included)
<b>Task Three: Pond Improvements (Phase I)</b>	
<b>Initiation:</b> Concurrent with Task One.	<b>Duration:</b> 3-4 weeks
<b>Task Four: Preliminary Cost Projection</b>	
<b>Initiation:</b> Midway through Task One.	<b>Duration:</b> 2-3 weeks
<b>Task Five: Base Documents:</b>	
<b>Initiation:</b> Immediately upon execution of contract	<b>Duration:</b> 3 weeks
<b>Task Six: Bi-Weekly Meetings and Coordination</b>	
<b>Initiation:</b> Concurrent with Task One.	<b>Duration:</b> 12-14 weeks.
<b>Task Seven: Park Board and City Council Meetings</b>	
<b>Initiation:</b> As requested by City Staff.	<b>Duration:</b> T.B.D.
<b>Task Eight: Design Development</b>	
<b>Initiation:</b> Conclusion of Tasks One, Three, and Four	<b>Duration:</b> 6-8 weeks
<b>Staff Review</b>	
<b>Initiation:</b> Midway through Task Eight.	<b>Duration:</b> 1-2 weeks
<b>Task Nine: Pond and Well Permitting</b>	
<b>Initiation:</b> Immediately upon conclusion of Task Eight.	<b>Duration:</b> 8-10 weeks
<b>Staff Review</b>	
<b>Initiation:</b> Midway through Task Eight.	<b>Duration:</b> 3-4 weeks
<b>TCEQ Review/Permit:</b>	<b>Duration:</b> T.B.D.
<b>USACE Review/Permit:</b>	<b>Duration:</b> T.B.D.
<b>Task Ten: Construction Documents</b>	
<b>Initiation:</b> Immediately upon conclusion of Task Eight.	<b>Duration:</b> 8-10 weeks
<b>Staff Review</b>	
<b>Initiation:</b> Midway through Task Nine.	<b>Duration:</b> 1-2 weeks
<b>Task Eleven: Bidding Assistance</b>	
<b>Initiation:</b> Immediately upon conclusion of Task Ten.	<b>Duration:</b> 3 weeks
<b>Staff Review</b>	
<b>Initiation:</b> Immediately upon conclusion of Task Eleven.	<b>Duration:</b> 2-3 weeks
TDLR submission will be concurrent with issue of construction permit to qualified bidder.	
<b>Total Duration of Tasks One-Eleven:</b>	<b>29-38 weeks</b>
This level of service achieves a selected bidder and initiation of construction.	
<b>Task Twelve: Contract Administration/Construction Observation</b>	
<b>Initiation:</b> Immediately upon conclusion of Task Eleven.	<b>Duration:</b> 48 weeks
This level of service is concurrent with estimated time of construction of one year.	
<b>Total Project Duration, through completion of Phase I:</b>	<b>77-86 weeks</b>

**EXHIBIT "C"**

**COST OF BASIC SERVICES**

The above scope of services will be billed on a completion basis as applicable (in accordance with the fee schedule specified below) with the total cost of services not to exceed the amount specified for each without a written addendum to this contract.

	<b>MESA Fees</b>	<b>Architect Fees</b>	<b>Civil Engineering Fees</b>	<b>MEP/ Structural</b>	<b>Survey Fees</b>
Task One: Schematic Design	\$42,000.00	\$15,375.00			
Task Two: Platting & Site Plan Submission	\$500.00		\$7,300.00		
Task Three: Pond Improvements (Phase I)	\$16,800.00		\$96,700.00 incl. CLOMR & LOMR fees of \$9,700.00		
Task Four: Preliminary Cost Projection	\$8,400.00	\$1,700.00			
Task Five: Base Documents	\$3,920.00				\$25,900.00
Task Six: Bi-Weekly Meetings and Coordination	\$25,000.00	T.B.D.	\$12,400.00 incl. \$2,900.00 reimbursables		
Task Eight: Design Development	\$61,600.00	\$20,160.00	\$35,000.00	\$4,000.00	
Task Nine: Pond & Well Permitting	\$1,500.00		\$38,550.00 incl. \$5,750.00 estimated TCEQ fees		\$3,000.00
Task Ten: Construction Documents (Incl. TDLR submission)	\$94,350.00	\$35,600.00	\$64,500.00 incl. SWPPP	\$7,500.00	
Task Eleven: Bidding Assistance	\$5,600.00	\$2,800.00	\$3,600.00		
Task Twelve: CA/CO	\$32,850.00	\$22,640.00	\$8,000.00	\$1,500.00	
<b>Subtotal Total of Consultant's Fees:</b>	\$292,520.00	\$98,275.00	\$266,050.00	\$13,000.00	\$28,900.00
<b>Total Cost of Task One Twelve Services:</b>	<b>\$698,745.00</b>				
Task Seven: City Council Meetings	T.B.D.	T.B.D.	T.B.D.	T.B.D.	T.B.D.

## 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





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/13/2013

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).

<b>PRODUCER</b> McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	<b>CONTACT NAME:</b> Joe A Bryant <b>PHONE (AG, Ho, Ext):</b> (214) 503-1212 <b>FAX (AG, Ho):</b> (214) 503-8899 <b>E-MAIL ADDRESS:</b>													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Travelers Indemnity Co. of Am.</td> <td>25666</td> </tr> <tr> <td>INSURER B: XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER C: Travelers Lloyds Ins. Company</td> <td>41262</td> </tr> <tr> <td>INSURER D: Charter Oak Fire Insurance Co.</td> <td>25615</td> </tr> <tr> <td>INSURER E: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Indemnity Co. of Am.	25666	INSURER B: XL Specialty Insurance Company	37885	INSURER C: Travelers Lloyds Ins. Company	41262	INSURER D: Charter Oak Fire Insurance Co.	25615	INSURER E: Travelers Indemnity Company	25658	INSURER F:
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<b>INSURED</b> Mesa Design Associates, Inc.  1807 Ross Avenue, #333 Dallas TX 75201														

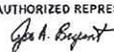
**COVERAGES**      **CERTIFICATE NUMBER: Cert ID 22221**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WYD	POLICY NUMBER	POUCY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y Y	PACP7468L777	1/15/2013	1/15/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS COMPO/OP AGG \$ 2,000,000
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS	Y Y	BA7468L949 No Owned Autos	1/15/2013	1/15/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTIONS\$	Y Y	CUP8150Y297	1/15/2013	1/15/2014	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<b>WORKERS COMPENSATION AND EMPLOYERS LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXC. UDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y N/A	UB6418Y599	6/1/2013	6/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability	N Y	DPR9711252	6/1/2013	6/1/2014	Per Claim \$ 1,000,000 Annual Aggregate \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)  
The Claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. City of Plano is shown as an additional insured on the general liability coverage as required by contract. The general liability coverage is on a primary and non-contributory basis. A waiver of subrogation is shown in favor of City of Plano on the workers compensation as required by contract.

Re: Windhaven Meadows Park - Phase I

<b>CERTIFICATE HOLDER</b>  City of Plano  P. O. Box 860358  Plano TX 750860358	<b>CANCELLATION</b>  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 
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ACORD 25 (2010/05)

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**EXHIBIT "E"**

**AFFIDAVIT OF NO PROHIBITED INTEREST**

I, the undersigned declare that I am authorized to make this statement on behalf of Mesa Design Associates, Inc. and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of Mesa Design Associates, Inc. is employed by the City of Plano or is an elected or appointed official of the City of Plano within the restrictions of the Plano City Charter.

I am aware that Section 11.02 of the City Charter states:

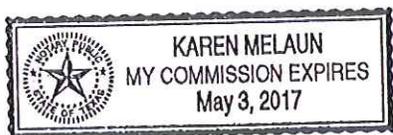
"No officer or employee of the city shall have a financial interest, direct or indirect, in any contract with the city, nor shall be financially interested, directly or indirectly, in the sale to the city of any land, or rights or interest in any land, materials, supplies or service. The above provision shall not apply where the interest is represented by ownership of stock in a corporation involved, provided such stock ownership amounts to less than one (1) per cent of the corporation stock. Any violation of this section shall constitute malfeasance in office, and any officer or employee of the city found guilty thereof shall thereby forfeit his office or position. Any violation of this section with the knowledge, express or implied, of the persons or corporation contracting with the city shall render the contract voidable by the city manager or the city council."

I further understand and acknowledge that a violation of Section 11.02 of the City Charter at anytime during the term of this contract will render the contract voidable by the City.

Mesa Design Associates, Inc. \_\_\_\_\_  
Name of Consultant  
By: Stan Cowan \_\_\_\_\_  
Signature  
STAN COWAN \_\_\_\_\_  
Print Name  
President \_\_\_\_\_  
Title  
12/2/13 \_\_\_\_\_  
Date

STATE OF TEXAS        §  
                                     §  
COUNTY OF DALLAS   §

SUBSCRIBED AND SWORN TO before me this 2nd day of December, 2013.



Karen Melaun  
Notary Public, State of Texas