

PLANO EVENTS CENTRE RENOVATIONS

PROJECT NO. 6711

**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 **SWA GROUP DBA SWA GROUP INCORPORATED**, a **CALIFORNIA "S" 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 **PLANO EVENTS CENTRE RENOVATIONS** 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 landscape architectural services with the professional skill and care ordinarily provided by competent landscape 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 landscape 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 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

IS CAUSED BY OR RESULTS FROM 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: Bill Dakin, ASLA
P.O. Box 860358
Plano, TX 75086-0358

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

SWA Group dba SWA Group Incorporated
Attn: Andy Harcar, Associate
2001 Irving Boulevard, Suite 157
Dallas, TX 75207

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.

**SWA GROUP DBA SWA GROUP
INCORPORATED**
A CALIFORNIA "S" Corporation licensed
to do business in the State of Texas

DATE: 1/25/2017

BY: 
Gerdo Aquino
CHIEF EXECUTIVE OFFICER

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

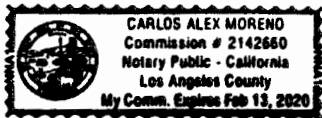
APPROVED AS TO FORM:

Paige Mims
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF ~~TEXAS~~ *California* §
 §
COUNTY OF ~~DALLAS~~ *Los Angeles* §

This instrument was acknowledged before me on the 25th day of January, 2017, by GERDO AQUINO, CHIEF EXECUTIVE OFFICER, of SWA GROUP DBA SWA GROUP INCORPORATED, a CALIFORNIA "S" Corporation, licensed to do business in the State of Texas, on behalf of said "S" corporation.



Notary Public, State of ~~Texas~~
California

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of _____, 20__, by BRUCE D. GLASSCOCK, CITY MANAGER of the CITY OF PLANO, TEXAS, a Home-Rule Municipal Corporation, on behalf of said home-rule municipal corporation.

Notary Public, State of Texas

EXHIBIT A

SCOPE OF SERVICES PLANO EVENTS CENTRE COURTYARD RENOVATIONS

Project Understanding

SWA Group (SWA) has been requested by the City of Plano (City) to provide a proposal to provide Landscape Architectural Professional Services for the courtyard renovations at Plano Events Centre, located at 2000 East Spring Creek Parkway, Plano, Texas 75074.

The services provided by SWA will be for the courtyard renovation phase of work only and will include scope list below, in Section 1.2.

SECTION I – SCOPE OF SERVICES

1. SWA shall provide Landscape Architectural design development, construction documentation, bidding period, and construction observation services, as later described, for the following scope items:

- A. The landscape renovations at the courtyard adjacent to the building, as approved from the previous Master Plan – Zone 6 phase of work.

2. SWA scope of services shall include the following:

- A. Topographic Survey, provided by sub-consultant.
- B. Finish grading and surface drainage of (pedestrian pavements and) planting areas.
- C. Planting design
- D. Planting and soil amendment.
- E. Landscape walls, fences, steps, railings, site elements, furniture, bollards and related site structural elements included in the SWA design that are not a part of the building structure.
- F. Structural engineering for landscape walls, and related site structural elements (excluding flatwork) not part of the buildings, provided by sub-consultant.
- G. Site furniture including planter pots, trash/ash receptacles, and drinking fountains (if any).
- H. Exterior lighting not attached to the building.
- I. Trellis design (including structural engineering provided by sub-consultant)
- J. Fire pit design

- K. Propane tank for fire pit located in Courtyard.
- L. Irrigation downstream from mainline point-of-connection, within scope area.
- M. Site civil drainage and sub-drainage design, provided by sub-consultant, upstream from storm water system point of connection.
- N. Site MEP (lighting/electrical circuitry and controls; verifying capacity and tying in to existing electrical; gas line piping from propane tank [to be located in Courtyard]), provided by sub-consultant.
- O. Reference City of Plano Standard Construction Details for hardscape/flatwork reinforcement and any other item deemed applicable by SWA.

3. If required, SWA will retain and direct the services of the following professional consultants (Fees for such services are not included in the contract and shall be the subject of a future agreement):

- A. Structure, recirculation systems and lighting of ornamental pools and fountains;
- B. Site civil engineering, beyond drainage and sub-drainage design.

4. Design of Scope Items shall not include structural provisions for support of such items in the structure of the building; penetrations of the structure of the building for structural, mechanical, electrical or plumbing connections; actual connection to structural, mechanical, and plumbing systems of the building (other than point-of-connection in planters for irrigation); waterproofing of the structure or protective covering of that waterproofing; or waterproofing of penetrations of the structure.

SECTION II – PROCEDURE

1. Design Development:

- A. Upon Client's authorization to commence design development, SWA shall prepare design development drawings and a preliminary estimate of probable construction cost for SWA's portion of the work for review and approval by the Client. This will include one (1) 100% drawing package. The design development plans will define the character and essentials of the project, including selection of materials.
- B. SWA shall assist Client in filing the appropriate plans and documents which are required to secure the necessary design approvals from the various governmental agencies having jurisdiction over the project, but Client shall be solely responsible for securing all such approvals.

2. Construction Documentation:

- A. Upon Client's approval of the design development plans and preliminary cost estimate, SWA will develop construction drawings and technical sections of specifications to construct the work and shall prepare a final estimate of probable construction cost for review and approval by the Client. This will include one (1) 50% drawing package, and one (1) 100% drawing package. Technical sections of specifications shall be prepared in

Construction Specifications Institute (CSI) MasterFormat. Client shall be responsible for Bidding and Contract Requirements and General Requirements divisions of the specifications.

- B. SWA shall prepare construction drawings and technical sections of specifications applying the standard of professional care to conform to applicable codes and regulations of governmental bodies having jurisdiction over the work at the time of preparation. Conflicts between applicable codes and regulations (if any) shall be brought to the attention of City for resolution and direction.”
- C. In developing construction drawings and technical sections of specifications, SWA shall use its best efforts to coordinate its services with those of other consultants and to maintain a construction budget in accordance with the preliminary design estimate of probable construction cost accepted by Client at the end of the preliminary design phase.

3. Bidding and Negotiation Phase:

- A. When requested by the Client, SWA shall assist Client in obtaining and evaluating bids or negotiating proposals, and assist in awarding and preparing contracts for construction.

4. Construction Observation:

- A. When directed by Client, SWA shall make periodic visits to the site to familiarize itself generally with the progress and quality of construction and to determine in general if the construction is proceeding in accordance with SWA's design intent and construction documents. On the basis of its observations while at the site, SWA will keep Client informed of the progress of construction. SWA may recommend to Client the rejection of work failing to conform to the contract documents.
- B. SWA shall endeavor to secure compliance by the contractor to the plans and specifications. SWA shall not be responsible for construction means, methods, techniques, sequences or procedures, or job-site safety, in connection with the work and SWA shall not be responsible for the contractor's errors or omissions, or failure to carry out the work in accordance with the contract documents.

SECTION III – DELIVERABLES

1. High-resolution PDF files will be provided to the Client for documents including, but not limited to, progress design/drawing packages, final design/drawing packages, specifications, submittals, RFIs, etc.
2. Upon completion of the final construction documentation, and with signed SWA Electronic Media Agreement, CAD DWG files will be released to the Client and/or Contractor for coordination with construction and as-built purposes only.

Provided CAD files will be in DWG. format and geolocated according to NAD83 coordinates (in compliance with the CoP monument system), per site survey. Files will be bound without external references, seals, and will have naming conventions that relate to PDF's.

SECTION IV – DEVELOPMENTAL BUDGETS

1. A proposed development budget for all items of work under the Scope of Services shall be established by the Client/Owner and provided to SWA prior to beginning the Design Development phase of work.
2. This development budget shall be reviewed, revised if necessary and approved at the completion of Design Development Phase and Construction Drawing Phase by the Client/Owner.
3. In the event that this development budget is reduced or increased by client/owner from the original agreed upon scope, between the time of initial approval and the time of award of a construction contract, cost of modification of drawings and specifications to meet the changed project budget shall be considered Additional Services, which will be negotiated with Client. Client to be advised if anticipated or foreseeable.

SECTION V – DESIGN APPROVAL

The City of Plano Parks Department has been designated as the person responsible for design direction to SWA for this project and has the authority for design approval. In the event that the design, as approved by the City of Plano Parks Department is rejected by others, and re-design is required, such re-design services shall be compensated as Additional Services.

SECTION VI – MEETINGS AND SITE VISITS

This proposal includes Professional Service time for up to four (4) meetings for coordination with Client, agencies, consultants or Owner, and up to five (5) site visit/construction observation meetings.

SECTION VII – EXCLUSIONS FROM SCOPE OF SERVICES / ADDITIONAL SERVICES

- A. The City shall provide the following information or services as required for performance of the work. SWA assumes no responsibility for the accuracy of such information or services and shall not be liable for error or omissions therein. Should SWA be required to provide services in obtaining this information, such services shall be charged as Additional Services.
 1. Overhead aerial photographs at a controlled scale
 2. Boundary surveys
 3. Legal descriptions of property (available from CCAD, if needed)
 4. Existing site engineering and utility base information
 5. Soils testing and/or engineering If required
 6. Engineering of any SWA Scope of Services items, not specifically addressed in the proposal
 7. Waterproofing design
 8. Any items not specifically addressed in this proposal

SECTION VIII – REIMBURSABLE COSTS

1. Reimbursable Costs

- A. Reimbursable costs are not included in the fee for the Scope of Services included in Exhibit A and shall be reimbursed at cost plus ten percent (10%). Reimbursable costs shall not exceed \$2,000.00 without formal written approval from the Client.
1. Cost of copies/printing of drawings and other documents furnished or prepared in connection with the work of this contract, with approval of the Client.
 2. Private automobile travel at the IRS-allowable rate at the time of traveling.
 3. Shipping expenses if requested by the Client.
 4. If requested by the Client, the cost of models, special renderings, promotional photography, special process printing, special equipment, special printed reports or publications, maps and/or documents.
 5. Fees for additional consultants retained with approval of the Client.

EXHIBIT B
SCHEDULE
PLANO EVENTS CENTRE COURTYARD RENOVATIONS

Design Schedule

The work product described in Exhibit A, Scope of Services, will be performed in accordance with the following schedule:

Phase I	Design Development	4 Weeks
	Construction Documentation	8 Weeks
	Bidding and Negotiation Phase	2 Weeks
	Construction Observation	TBD**
	Total Project Time for Phase I	14 Weeks* **

*City review during any of the phases is not included in schedule.

**Construction Observation timeline will be determined at a future time

EXHIBIT C
FEE SCHEDULE
PLANO EVENTS CENTRE COURTYARD RENOVATIONS

Services described in Exhibit A shall be provided on an hourly basis which will not exceed \$55,000.00 (including \$37,500.00 for LA [including \$2,000.00 for Reimbursable Cost], \$6,000.00 for structural, \$5,000.00 for civil, \$4,500.00 for MEP, and \$2,000.00 for surveying) without prior authorization from the Client.

SWA GROUP (LANDSCAPE ARCHITECTURE)
HOURLY RATES

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$285
Associate	\$99-\$148
Staff	\$74-\$92

BIG RED DOG ENGINEERING CONSULTING (CIVIL ENGINEERING)
HOURLY RATES

<u>Title</u>	<u>Hourly Rate</u>
President	\$250
Vice President	\$200
Client Manager	\$175
Project Manager or Technical Manager	\$150
Senior Project Engineer	\$135
Senior Project Designer	\$125
Assistant Project Manager	\$110
Project Engineer	\$110
Graduate Engineer	\$100
AutoCAD or Revit Designer	\$100
AutoCAD or Revit Drafter	\$80

**URBAN STRUCTURE (STRUCTURAL ENGINEERING)
HOURLY RATES**

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$150
Project Manager	\$120
Project Engineer	\$100
Cadd Technician	\$80
Clerical	\$50

**ENGINEERING ASSOCIATES (MEP ENGINEERING)
HOURLY RATES**

<u>Title</u>	<u>Hourly Rate</u>
Principal	\$150
Project Manager	\$125
Engineer	\$100
Designer	\$85
CAD Technician	\$70
Word Processor	\$55

**O'NEAL SURVEYING COMPANY (SURVEYOR)
HOURLY RATES**

<u>Title</u>	<u>Hourly Rate</u>
Administrative	\$50
Survey Tech	\$65
Sr. Survey Tech / Project Coordinator	\$85
Professional Land Surveyor (RPLS)	\$110
Field Crew (1 man)	\$105
Field Crew (2 man)	\$120
Field Crew (3 man)	\$140

EXHIBIT "D"

LANDSCAPE ARCHITECT

INSURANCE

INSURANCE: (Review this section carefully with your insurance agent prior to bid or proposal submission. See "Insurance Checklist" on the last page or specific coverages applicable to this contract).

1. General Insurance Requirements:

- 1.1 The Architect (hereinafter called "Architect") shall not start work under this contract until the Architect has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Architect will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."
- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Architect from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Architect's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Architect shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.
- 1.6 Architect agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Architect fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the

City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.

- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

2. Architect's Insurance - "Occurrence" Basis;

- 2.1 The Architect shall purchase the following insurance coverages, including the terms, provisions and limits shown in the Checklist.
 - 2.1.1 Commercial General Liability - Such Commercial General Liability policy shall include any or all of the following as indicated on the Checklist:
 - i. General aggregate limit is to apply per project;
 - ii. Premises/Operations;
 - iii. Actions of Independent Contractors;
 - iv. Contractual Liability including protection for the Architect from claims arising out of liability assumed under this contract;
 - v. Personal Injury Liability including coverage for offenses related to employment;
 - vi. Explosion, Collapse, or Underground (XCU) hazards; if applicable. This coverage required for any and all work involving drilling, excavation, etc.
 - 2.1.2 Business Automobile Liability including coverage for any owned, hired, or non-owned motor vehicles and automobile contractual liability.
 - 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

The Consultant shall carry Professional Liability insurance which will pay for injuries arising out of negligent errors or omissions in the rendering, or failure to render professional services under the contract, for the term of the Contract and up to three years after the contract is completed in the amount shown in the Checklist.

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate of \$2,000,000

LANDSCAPE ARCHITECT

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

<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

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Carly Underwood PHONE (A/C, No, Ext): 770.552.4225 E-MAIL ADDRESS: carly.underwood@greyling.com	FAX (A/C, No): 866.550.4082
	INSURER(S) AFFORDING COVERAGE	
INSURED SWA Group 2200 Bridgeway Blvd. Sausalito, CA 94966	INSURER A: RLI Insurance Company	NAIC # 13056
	INSURER B: Syndicate at Lloyd's (Beazley)	NAIC # 37540
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

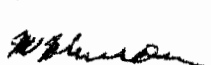
COVERAGES **CERTIFICATE NUMBER: 16-17** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER			PSB0006320	07/01/2016	07/01/2017	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 - COMPIOP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			PSA0002207	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			PSE0002758	07/01/2016	07/01/2017	EACH OCCURRENCE \$4,000,000 AGGREGATE \$4,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			PSW0003590	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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			B0385ND012410D	07/01/2016	07/01/2017	Per Claim \$2,000,000 Aggregate \$4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Plano Events Center Renovations Courtyard Design.
 The City of Plano, including its elected and appointed officials, agents, volunteers, and employees are named as Additional Insureds on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract.
 The above referenced liability policies with the exception of professional liability are primary & non (See Attached Descriptions)

CERTIFICATE HOLDER City of Plano Attention: Bill Dakin 5901 Los Rios Boulevard Plano, TX 75074-0000	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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DESCRIPTIONS (Continued from Page 1)

contributory where required by written contract.

Waiver of Subrogation is applicable where required by written contract & allowed by law.

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 **SWA Group dba SWA Group Incorporated**, a "S" corporation organized under the laws of the State of California, and I have made a reasonable inquiry and, to the best of my knowledge, no person or officer of **SWA Group dba SWA Group Incorporated**, 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.

SWA GROUP DBA SWA GROUP INCORPORATED

By: 
Signature

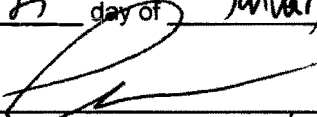
GERDO AQUINO
Print Name

CHIEF EXECUTIVE OFFICER
Title

1/25/2017
Date

California
STATE OF TEXAS §
 §
COUNTY OF DALLAS §
 §
 Los Angeles

SUBSCRIBED AND SWORN TO before me this 25th day of January, 2017.


Notary Public, State of ~~Texas~~ California

