

REQUEST FOR STATEMENT OF QUALIFICATIONS
CITY OF PLANO
PLANO AQUATIC CENTER RENOVATIONS

INTRODUCTION

PROPOSAL REQUEST

The City of Plano requests a statement of qualifications from architectural firms required for the Plano Aquatic Center Renovations Project.

COMMUNITY PROFILE

The City of Plano has earned a national reputation as one of the best places in the country for employers to do business and for families to live and work. Plano's Parks and Recreation Department is a nationally accredited department and has been recognized three times with the NATIONAL RECREATION AND PARKS ASSOCIATION GOLD MEDAL AWARD FOR EXCELLENCE IN THE FIELD OF PARKS AND RECREATION MANAGEMENT. Plano was incorporated in 1873 and chartered as a home rule city in 1961. Located 20 miles north of downtown Dallas, Plano, with an estimated population of 264,500, is expected to reach its build-out population of 275,000 persons in 2010.

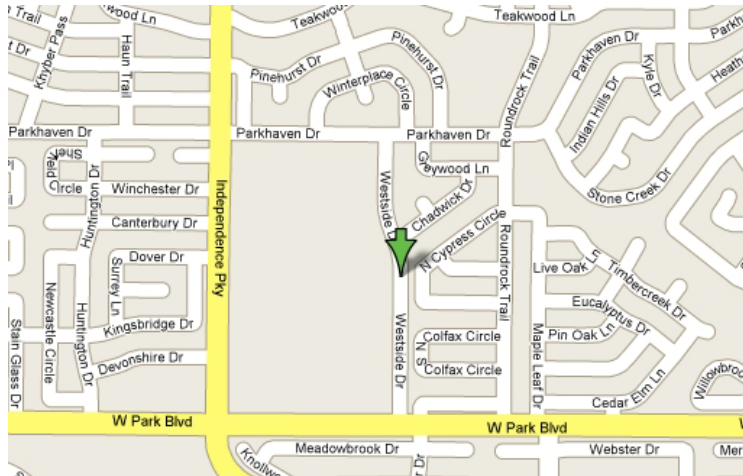


Aerial photo of the Plano Aquatic Center, 2301 Westside Drive

PLANO AQUATIC CENTER RENOVATION

PROJECT LOCATION AND DESCRIPTION

The Plano Aquatic Center is located at 2301 Westside Drive. It is located in a single tract of land contained within the Plano Independent School District, Plano Senior High School.



The existing recreation center is approximately 27,000 square feet. It includes an indoor 25 yard – 6 lane competitive pool, locker rooms, staff offices in the north and south wings of the building, a classroom, roll up doors from pool to plaza, an outdoor sprayground, special use rooms and related support facilities. The facility was opened in 1978 and renovated in 1986. Design is underway for the preparation of contract documents for the pedestrian bridge replacement serving the south access to the building.



PRELIMINARY BUDGET:

A total project budget of \$3.5 million has been allotted for the design, construction, materials testing, equipping and all other fees and expenses associated with this project. No additional funds will be available for any purpose

associated with this project. The City of Plano will require the selected architectural firm to enter into a professional services contract.

DESIGN SCHEDULE

The City of Plano desires that the Plano Aquatic Center Renovations design begin May 1, 2010, and complete November 1, 2010.

PROGRAM

The program may be modified to be consistent with available funding.

1. Improve and enhance the public entrances approach to the building.
2. Redesign offices and classroom at the south elevation. Include locker room fixtures and furnishings.
3. Provide for total facility ventilation. Improve efficiency of the system.
4. Evaluate and complete roof performance.
5. Convert or relocate existing office space to family changing rooms. Three family changing rooms desired.
6. Provide for the converted or relocated office space in the south building elevation to another area of the building.
7. Hallway north of locker rooms to be designed and constructed for space.
8. Design and build improved spaces for the parent viewing/waiting area.
9. Improve overall appearance of the building - new paint, carpet, wall vinyl, locker room tile, etc.
10. Design and build indoor water slide.
11. Design and rewire the facility to meet electrical code, including service load centers.
12. Re-configure entry to allow for seating area and minimize drafts into building.
13. Renovate food prep space off of classroom, north building elevation.
14. Renovate north user spaces of the lobby. Work includes raising ceiling and improving the function and circulation of this area.
15. Install new starting blocks on the pool deck.
16. Unify pool deck elevation and texture, stanchions, life lines, and guard stands.
17. Improve natural light in all spaces.
18. Design and improve exterior pedestrian access for function and attractiveness. Areas include the service court and pedestrian spaces.
19. Design and construct outdoor use spaces for an outdoor sprayground, recreational plaza for benches and shade shelters, attractive security fencing, landscape plant materials, grading and drainage.
20. General site renovations include, parking restriping and fire lane markings, grading and drainage around the building, install security cameras, and replace selected site furnishings.
21. Install boiler that is compatible with a salt generation system.
22. Add higher capacity exhaust system in locker rooms.
23. Replace existing pool lighting.

SERVICES REQUIRED

The architectural-engineering firm will perform the following services in accordance with the City of Plano Architectural Services Agreement, including additional provisions or modifications required by the City of Plano for all design and construction projects. A sample of the Architectural Services Agreement used by the City of Plano for all architectural services contracts is provided in Attachment (1).

PROJECT ADMINISTRATION SERVICES

Evaluation of Project Budget
Schedule Development & Monitoring
Preliminary Estimate of Cost of the Work
Owner-Supplied Data Coordination
Agency Consulting as Required

PLANNING & EVALUATION SERVICES

Programming Meetings with the Parks Division
Space Schematics & Flow Diagrams
Master Site Development Planning
Site Surveying and Topography (limited to scope areas)
Acquire Site Plan Approval

Design Services

Construction Document Preparation
Architectural Design
Indoor and Pool Design
Structural Design
Mechanical Design
Electrical Design
Civil Design

BID PHASE

Release of Bid Documents
Analysis of Alternates/Substitutions
Bid/Proposal Evaluation
Permitting Coordination with all City Departments
Value Analysis

CONTRACT ADMINISTRATION

General Administration
Participation in Weekly Construction Status Meetings
Submittal Services
Site Reviews with Weekly Reporting
Supplemental Documentation
Administration of Changes in the Work
Interpretations
Project Close-Out

FACILITY OPERATION SERVICES

Record Drawings
Warranty Review
Post-Contract Evaluation

QUALIFICATION STATEMENT CONTENTS

The statement should, at a minimum, include:

- Letter of Introduction and Qualifications
- Project Manager's Experience
- Design Team Experience
- Representative Project Summaries with References
- Three Year History of Completing Projects, on Time, Not on Time, and Why
- Three Year History of Completing Projects Within Budget, not Within Budget, and Why

The project team should include team members with extensive experience in the design and construction observation of both public recreation centers and public pool facilities

SELECTION CRITERIA

The proposals will be evaluated using the following criteria:

Project Manager's Experience with Similar Projects	35%
Architectural Teams Experience with Similar Projects	35%
Ability to Meet Design and Construction Project Deadlines	15%
Ability to Complete Projects Within Budget	15%

After the written proposals are evaluated, the top 3-4 professional architectural-engineering service providers may be asked to make a presentation to the Selection Committee. The oral presentation shall cover the above criteria. Contract negotiations will be made with service provide selected by the Selection Committee.

Please submit seven (7) statements to the Purchasing Department office, 1520 Avenue K, Suite 370, Plano, TX, 75074, prior to March 8, 2010 at 3:00 PM.

CLIENT WORK HISTORY

Bidder is to list all experience/awarded contracts within the scope of work during the past (3) years.

1. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided: _____

2. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided: _____

3. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided: _____

4. Client Name: _____
Contact Name: _____
Phone Number: _____
Dates of Service: _____
Brief description of service provided: _____

In the last three years, have you been released or removed from a job prior to the job being completed?

YES _____ NO _____ If yes, give reason(s) _____.

(PLACE NAME OF PROJECT HERE IN CAPS AND BOLDED)

PROJECT NO.

ARCHITECTURAL 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 _____, a _____ Corporation, 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 prepare construction plans, specifications, details and special provisions and to perform other related architectural services in connection with the _____ located in the City of Plano, Collin or Denton County, **(choose one or both depending upon location of the project)** 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 architectural 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 written contract modifications 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

ARCHITECT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES, IN ANY WAY ARISING OUT OF, RELATED TO, OR RESULTING FROM THE SERVICES PROVIDED BY ARCHITECT AND TO THE EXTENT CAUSED BY THE NEGLIGENT ACT OR OMISSION OR INTENTIONAL WRONGFUL ACT OR OMISSION OF ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM ARCHITECT IS LEGALLY RESPONSIBLE (HEREINAFTER "CLAIMS"). ARCHITECT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE DEFENSE COUNSEL TO BE RETAINED BY ARCHITECT IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. 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 CITY APPROVED 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 SUCH 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 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
Public Works & Engineering Department
P.O. Box 860358
Plano, TX 75086-0358

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

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 or Denton County, **(choose one or both based upon where project is located)** 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.

SIGNED on the date indicated below.

ARCHITECT
A Texas Corporation

DATE: _____

BY: _____
_____, TITLE

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Thomas H. Muehlenbeck
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

DRAFT

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____ of _____, a _____ corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF _____ §

 This instrument was acknowledged before me on the _____ day of _____, _____, by _____, _____, **d/b/a** _____, a sole proprietorship, individually and on behalf of said company.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

 This instrument was acknowledged before me on the _____ day of _____, _____, by **THOMAS H. MUEHLENBECK, 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"

DRAFT

EXHIBIT "B"

DRAFT

EXHIBIT "C"

DRAFT

EXHIBIT "D"

ARCHITECTURE

INSURANCE

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

1. General Insurance Requirements:

- 1.1 The Architect (hereinafter called "Architect") shall not start work under this contract until the Architect has obtained at his own expense all of the insurance called for here under and such insurance has been approved by the City. Approval of insurance required of the Architect will be granted only after submission to the Purchasing Agent of original, signed certificates of insurance or, alternately, at the City's request, certified copies of the required insurance policies.
- 1.2 All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, without first providing the Risk Manager, City of Plano, at least ten (10) days prior written notice."

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

- 1.3 No acceptance and/or approval of any insurance by the City shall be construed as relieving or excusing the Architect from any liability or obligation imposed upon the provisions of the Contract.
- 1.4 The City of Plano (including its elected and appointed officials, agents, volunteers, and employees) is to be named as an additional insured under Architect's General Liability Policy, and the certificate of insurance, or the certified policy, if requested, must so state. Coverage afforded under this paragraph shall be primary as respects the City, its elected and appointed officials, agents and employees.
 - 1.4.1 The following definition of the term "City" applies to all policies issued under the contract:

The City Council of the City of Plano and any affiliated or subsidiary Board, Commission Authority, Committee, or Independent Agency (including those newly constituted), provided that such affiliated or subsidiary Board Commission, Authority, Committee, or Independent Agency is either a Body Politic created by the City Council of the City of Plano, or one in which controlling interest is vested in the City of Plano; and City of Plano Constitutional Officers.
- 1.5 The Architect shall provide insurance as specified in the "Insurance Checklist" (Checklist) found on the last page of the bid or proposal form. Full limits of insurance required in the Checklist of this agreement shall be available for claims arising out of this agreement with the City of Plano.

- 1.6 Architect agrees to defend and indemnify the City of Plano, its officers, agents and employees as provided in Paragraph VII. of this contract.
- 1.7 Insurance coverage required in these specifications shall be in force throughout the Contract Term. Should the Architect fail to provide acceptable evidence of current insurance within seven (7) days of written notice at any time during the Contract Term, the City shall have the absolute right to terminate the Contract without any further obligation to the Architect, and the Architect shall be liable to the City for the entire additional cost of procuring performance and the cost of performing the incomplete portion of the Contract at time of termination.
- 1.8 Written requests for consideration of alternate coverages must be received by the City Purchasing Manager at least ten (10) working days prior to the date set for receipt of bids or proposals. If the City denies the request for alternative coverages, the specified coverages will be required to be submitted.
- 1.9 All required insurance coverages must be acquired from insurers authorized to do business in the State of Texas and acceptable to the City. The City prefers that all insurers also have a policyholder's rating of "A-" or better, and a financial size of "Class VI" or better in the latest edition of A.M. Best, or A or better by Standard and Poors, unless the City grants specific approval for an exception.
- 1.10 Any deductibles shall be disclosed in the Checklist and all deductibles will be assumed by the Architect. Architect may be required to provide proof of financial ability to cover deductibles, or may be required to post a bond to cover deductibles.

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

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

- 2.1.3 Workers' Compensation - statutory benefits as required by the State of Texas, or other laws as required by labor union agreements, including Employers' Liability coverage.

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

Professional Errors and Omissions, Limit \$1,000,000
per claim and aggregate of \$3,000,000

ARCHITECTURE

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

Architectural Services Agreement
(Project Name)
(Project Number)

Exhibit D – Page _____

___ 18. Garagekeepers' Legal

\$___ - Comprehensive

\$___ - Collision

___ 19. Owners Protective Liability

\$500,000 Combined single limits

X 20. City named as additional insured on General Liability policy.. This coverage is primary to all other coverages the City may possess.

X 21. City provided with Waiver of Subrogation on Workers' Compensation or Alternative program if applicable.

X 22. Ten (10) days notice of cancellation, non-renewal, endorsement required. The words "endeavor to" and "but failure" (to end of sentence) are to be eliminated from the Notice of Cancellation provision on standard ACORD certificates.

X 23. The City of Plano prefers an A.M. Best's Guide Rating of "A-", "VI" or better or Standard and Poors Rating AA or better; Authorized to do business in the State of Texas (not applicable for workers' compensation assigned through pool or alternative compensation programs).

X 24. The Certificate must state project title and project number.

X 25. Other Insurance Required:

INSURANCE AGENT'S STATEMENT

I have reviewed these requirements with the Architect named below. Additionally:

X 26. The above policy(s) carry the following deductibles: _____

Full limits of coverage available for:

General Liability _____

Professional Liability _____

Automobile Liability _____

X 27. Liability policies are (indicate):

OCCURRENCE []

CLAIMS MADE []

Signature

Date

Insurance Agent (Print)

Name of Insured

Date

Architectural Services Agreement
(Project Name)
(Project Number)

Exhibit D – Page ___

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

I, the undersigned declare and affirm that no person or officer of _____
(herein "Contractor") is either employed by the City of Plano or is an elected official of the City of Plano and who has a financial interest, direct or indirect, in any contract with the City of Plano or has a financial interest, directly or indirectly, in the sale to the City of Plano of any land, or rights or interest in any land, materials, supplies or service. As per Section 11.02 of the Plano City Charter, interest represented by ownership of stock by a City of Plano employee or official is permitted if the ownership amounts to less than one (1) per cent of the corporation stock.

I further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor

By: _____

Signature

Print Name

Title

Date

STATE OF _____ §

§
COUNTY OF _____ §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 20____.

Notary Public, State of _____

Architectural Services Agreement
(Project Name)
(Project Number)

Exhibit E – Page 1

CITY OF PLANO REQUEST FOR QUALIFICATIONS NO. 2010-77-B RFQ FOR ARCHITECTURAL DESIGN OF PLANO AQUATIC CENTER RENOVATIONS THIS FORM MUST BE THE LAST PAGE OF YOUR RFQ PACKET.

Vendor Acknowledgment Form

The undersigned hereby certifies that he/she understands the specifications, has read the document in its entirety and that the prices contained in this proposal have been carefully reviewed and are submitted as correct and final. Vendor further certifies and agrees to furnish any or all products/services upon which prices are extended at the price offered, and upon conditions contained in the specifications of the proposal.

The following information must be filled out in its entirety for your proposal to be considered.

Company Name: _____

Address of Principal Place of Business: _____

Phone/Fax of Principal Place of Business: _____

Address, Phone and Fax of Majority
Owner Principal Place of Business: _____

E-mail Address of Representative: _____

Authorized Representative:
Signature: _____
Title: _____
Date: _____
Printed Name: _____

Acknowledgement of Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____