

AGREEMENT
BETWEEN
THE CITY OF FRISCO, TEXAS
AND
MESA DESIGN ASSOCIATES, INC.
FOR
PROFESSIONAL SERVICES

Made as of the ____ day of _____, 2023:

Between City: **The City of Frisco, Texas**
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-5412
Facsimile: (972) 292-5016

and Consultant: **Mesa Design Associates, Inc.**
2001 N. Lamar Street
Suite 100
Dallas, TX 75202
Telephone: (214) 871-0568

for the following Project: **Frisco Downtown Plaza**

THIS AGREEMENT ("Agreement") is made and entered into by and between the CITY OF FRISCO, TEXAS, a home-rule municipality ("City"), and MESA DESIGN ASSOCIATES, INC., a Texas corporation ("Consultant"), to be effective from and after the date as provided above. City and Consultant are at times each referred to herein as a "party" or collectively as the "parties."

WHEREAS, City desires to engage Consultant to perform final design professional engineering services for the Frisco Downtown Plaza Project ("Project"); and

WHEREAS, Consultant desires to render such professional services ("Services") for City on the terms and conditions provided herein.

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS:

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1 CONSULTANT'S SERVICES

- 1.1 **Employment of Consultant** – City hereby agrees to retain Consultant to perform the Services in connection with the Project. Consultant agrees to perform the Services in accordance with the terms and conditions of this Agreement. Consultant further agrees that if any employee of Consultant who is performing the day-to-day Services under this Agreement for the Project is separated, for any reason, from employment with Consultant, Consultant shall provide City with written notice thereof at least five (5) business days' prior to said separation unless circumstances reasonably warrant a shorter notice period, which shall not exceed two (2) business days following the separation.
- 1.2 **Scope of Services** – The parties agree that Consultant shall perform the Services as are set forth and described in **Exhibit A**, attached hereto, and incorporated herein by reference for all purposes ("**Scope of Services**"). The parties understand and agree that deviations or modifications to the Scope of Services described in **Exhibit A**, in the form of written change orders, may be authorized from time to time by City ("**Change Order(s)**").
- 1.2.1 **Requirement of Written Change Order** – "Extra" work, "claims" invoiced as "extra" work or "claims" which have not been issued as a duly executed, written Change Order by the Frisco City Manager will not be authorized for payment and/or shall not become part of the subcontracts. A duly executed, written Change Order shall be preceded by the Frisco City Council's authorization for the Frisco City Manager to execute said Change Order.
- 1.2.2 **CONSULTANT SHALL NOT PERFORM ANY "EXTRA" WORK AND/OR ADDITIONAL SERVICES WITHOUT A DULY EXECUTED, WRITTEN CHANGE ORDER ISSUED BY THE FRISCO CITY MANAGER** – Consultant acknowledges that Project Managers, Superintendents and/or Inspectors of City are not authorized to issue verbal or written Change Orders.
- 1.3 **Schedule of Work** – Consultant agrees to commence work immediately on the execution of this Agreement and to proceed diligently with said work to completion as described in the Project Budget Summary, attached hereto as **Exhibit B** and incorporated herein by reference for all purposes.
- 1.4 **Standard of Care** – Consultant shall perform the Services required hereunder in accordance with the prevailing engineering standard of care by exercising the skill and care ordinarily utilized by engineers performing the same or similar services under the same or similar circumstances in the State of Texas.

ARTICLE 2 CITY'S RESPONSIBILITIES

City shall do the following in a timely manner so as not to delay the Services of Consultant:

- 2.1 **Project Data** – City shall furnish required information that is reasonably requested by Consultant and that City has in its possession at the time of Consultant's request as expeditiously as necessary for the orderly progress of the Project. Consultant shall be entitled to rely upon the accuracy and completeness of the information furnished by City under this Article 2.1.
- 2.2 **City Project Manager** – When necessary, in City's sole discretion, City shall designate a representative authorized to act on City's behalf with respect to the Project ("Project Manager"). City, the Project Manager and/or his or her authorized designee shall examine the documents submitted by Consultant and shall render any required decisions pertaining thereto as soon as practicable so as to avoid unreasonable delay in the progress of Consultant's Services. Consultant understands and agrees that the Project Manager and his or her authorized designee are not authorized to issue verbal or written Change Orders for "extra" work or "claims" invoiced as "extra" work.

ARTICLE 3 CONSULTANT'S COMPENSATION

- 3.1 **Compensation for Consultant's Services** – As described in "Article 1, Consultant's Services" of this Agreement, compensation for this Project shall be: (a) on a lump sum basis, in an amount not to exceed **two million two hundred sixty-five thousand seven hundred and 00/100 dollars** \$2,265,700.00 ("Consultant's Fee"); and (b) paid in accordance with this Article 3 and the Project Budget Summary as set forth in Exhibit B, based on a budget opinion of probable construction cost of \$16,400,000.00.
 - 3.1.1 **Completion of Record Documents** – City and Consultant agree that the completion of Record Documents and/or "As-Built" Documents, including hard copy formatting and electronic formatting, shall be completed, submitted to, and accepted by City prior to payment. Completion of the Record Documents and/or "As-Built" documents shall be included in the Consultant's Fee and considered to be within the Scope of Services defined under this Agreement." The electronic formatting shall be consistent with the standards established in Exhibit C, Guidelines for Computer Aided Design and Drafting ("CADD"), which is attached hereto and incorporated herein by reference for all purposes.
 - 3.1.2 **Disputes between City and Construction Contractor** – If the Project involves Consultant performing Construction Administration Services relating to an agreement between a Construction Contractor ("Contractor") and City,

and on receipt of a written request by City, Consultant shall research previous and existing conditions of the Project and make a determination whether or not to certify that sufficient cause exists for City to declare Contractor in default of the terms and conditions of the Agreement. Consultant shall submit his findings in writing to City or submit a written request for a specific extension of time (including the basis for such extension), within fifteen (15) calendar days of receipt of the written request from City. City and Consultant agree that if requested by City, completion of this task shall be included in the Consultant's Fee and considered to be within the Scope of Services as defined under this Agreement.

3.1.3 **Consultation and Approval by Governmental Authorities and Franchised Utilities** – Consultant shall be solely responsible for identifying and analyzing the requirements of governmental agencies and all franchise utilities involved with the Project and shall participate in consultation with said agencies to obtain all necessary approvals and/or permissions. Consultant shall be responsible for preparation and timely submittal of documents required for review, approval and/or recording by such agencies and/or utilities. Consultant shall be responsible for making such changes in the construction documents ("Construction Documents") as may be required by existing written standards promulgated by such agencies and/or utilities at no additional charge to City.

3.1.4 **Substantial Compliance with Architectural Barriers Act** – Should the Project fall within the regulatory requirements of the Texas Architectural Barriers Act, Chapter 68 of the Texas Administrative Code, as it exists or may be amended ("Barriers Act"), as solely determined by City, Consultant shall comply with the Barriers Act. As part of the Scope of Services defined in this Agreement, it is the sole responsibility of Consultant to identify and analyze the requirements of the Barriers Act and to become familiar with the governmental authorities having jurisdiction to approve the design of the Project. Consultant shall consult with such authorities to obtain approval for the Project. As part of the Services provided under Consultant's Fee, Consultant shall obtain the Notice of Substantial Compliance for the Project from the Texas Department of Licensing and Regulation ("TDLR"). Consultant shall, without additional compensation, immediately correct any errors, omissions, or deficiencies in the design services and/or construction documents identified by TDLR and/or a Registered Accessibility Specialist ("RAS") at any phase of the Project, either by review of the Construction Documents or inspection of the Project at the commencement of construction, during the construction of the Project or at the completion of construction.

3.1.4.1 **Submission of Construction Documents to TDLR** – Consultant shall mail, ship or hand-deliver the Construction Documents to TDLR not later than five (5) calendar days after Consultant issues the Construction Documents for the Project.

3.1.4.2 **Completion of Registration Form to TDLR** – Consultant shall complete an Elimination of Barriers Project Registration Form (“Form”) for each subject building or facility within the Scope of the Project and submit the registration form(s) along with the applicable fees not later than fourteen (14) calendar days after Consultant completes the submittal of the Construction Documents to TDLR.

3.4.4.3 **TDLR Approval of Construction Documents** – After review of the Construction Documents by TDLR, Consultant will be notified in writing of the results; however, it is Consultant’s responsibility to obtain TDLR’s written comments. Consultant shall address all comments that prevent TDLR approval of the Construction Documents, including comments relating to conditional approval that must be addressed in the design and construction of the Project. Consultant shall resubmit Construction Documents to TDLR for review prior to the completion of construction of the Project.

3.1.4.4 **TDLR Project Inspection** – Consultant shall request an inspection from TDLR or a TDLR locally approved RAS no later than thirty (30) calendar days after the completion of construction of the Project. Consultant shall advise City in writing of the results of each Project inspection. City reserves the right to verify the written results with TDLR at any time during design, construction, or at the completion of the Project.

3.1.4.5 **Corrective Modifications following TDLR Project Inspection** – When corrective modifications to achieve substantial compliance are required, the TDLR inspector or the RAS shall provide Consultant a list of deficiencies and a deadline for completing the modifications. Consultant shall provide City with this list within five (5) calendar days of receipt. It is the sole responsibility of Consultant to completely address the deficiencies by the stated deadline or to obtain a written notice of extension from the TDLR. When the corrective measures have been completed, Consultant shall provide the TDLR (and/or the RAS who completed the inspection) and City with written verification of the corrective measures completed.

3.2 **Direct Expenses** – Direct Expenses (“Direct Expenses”) are included in Consultant’s Fee as described in Article 3.1 of this Agreement and include actual reasonable and necessary expenditures made by Consultant and Consultant’s employees and subcontractors in the interest of the Project. All submitted Direct Expenses are to be within the amounts as stated in the Project Budget Summary set forth in **Exhibit B**, and consistent with **Exhibit D**, Guidelines for Direct Expenses; General and

Administrative Markup; Travel and Subsistence Expenses, which is attached hereto and incorporated herein by reference for all purposes. Consultant shall be solely responsible for the auditing and accuracy of all Direct Expenses, including those of its subcontractors, prior to submitting to City for reimbursement. Any over-payment by City for errors in submittals for reimbursement may be deducted from Consultant's subsequent payment for Services; provided, however, that this shall not be City's sole and exclusive remedy for said over-payment.

3.3 **Additional Services** – Consultant shall provide the Services as described in the Scope of Services as set forth in **Exhibit A** of this Agreement. If authorized in writing by City, Consultant shall provide additional services, to be compensated as provided in an Amendment to this Agreement on an hourly basis in accordance with this paragraph ("**Additional Services**") and a mutually agreed estimate of man-hours and expenses. These services may include, but are not limited to:

3.3.1 Additional meetings, hearings, work-sessions, or other similar presentations which are not provided for or contemplated in the Scope of Services described in **Exhibit A**.

3.3.2 Additional drafts and revisions to the Project which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.3 Additional copies of final reports and construction plans which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.4 Photography, professional massing models which are not provided for or contemplated in the Scope of Services as described in **Exhibit A**.

3.3.5 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on direct billable labor rates and expenses.

3.3.6 Compensation for Additional Services authorized by City shall be in addition to Consultant's Fee and shall be based on an hourly basis according to the following personnel rates. The rates set forth in this chart are subject to reasonable change provided prior written notice of said change is given to and approved by City in writing.

Senior Principal	\$235
Principal	\$195
Associate Principal	\$175
Associate	\$160
Project Associate	\$150
Senior Project Manager	\$130

Project Manager	\$115
Senior Designer	\$100
Visualization Manager	\$100
Visualization Specialist	\$85
Designer	\$85
Marketing/Admin	\$75
Intern	\$70

- 3.4 **Invoices** – No payment to Consultant shall be made until Consultant tenders an invoice to City. Consultant shall submit monthly invoices for Services rendered, based upon the actual percentage of work complete at the time the invoice is prepared, or shall submit invoices to City immediately upon completion of each individual task listed in **Exhibit B**. On all submitted invoices for Services rendered, Consultant shall include appropriate background materials to support the submitted charges on said invoice. Such background material shall include, but is not limited to, employee timesheets, invoices for work obtained from other parties, and receipts and/or log information relating to Direct Expenses. All invoices shall provide a summary methodology for administrative markup and/or overhead charges.
- 3.5 **Timing of Payment** – City shall make payment to Consultant for said invoices within thirty (30) days following receipt and acceptance thereof. The parties agree that payment by City to Consultant is considered to be complete upon mailing of payment by City. Furthermore, the parties agree that the payment is considered to be mailed on the date that the payment is postmarked.
- 3.6 **Disputed Payment Procedures** – In the event of a disputed or contested billing by City, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. City shall notify Consultant of a disputed invoice, or portion of an invoice, in writing by the twenty-first (21st) calendar day after the date City receives the invoice. City shall provide Consultant an opportunity to cure the basis of the dispute. If a dispute is resolved in favor of Consultant, City shall proceed to process said invoice, or the disputed portion of the invoice, within the provisions of **Article 3.5** of this Agreement. If a dispute is resolved in favor of City, Consultant shall submit to City a corrected invoice, reflecting any and all payment(s) of the undisputed amounts, documenting the credited amounts, and identifying outstanding amounts on said invoice to aid City in processing payment for the remaining balance. Such revised invoice shall have a new invoice number, clearly referencing the previous submitted invoice. City agrees to exercise reasonableness in contesting any billing or portion thereof that has background materials supporting the submitted charges.
- 3.7 **Failure to Pay** – Failure of City to pay an invoice, for a reason other than on written notification as stated in the provisions of **Article 3.6** of this Agreement, to Consultant within sixty (60) days from the date of the invoice shall grant Consultant the right, in addition to any and all other rights provided, to, upon written notice to City, suspend

performance under this Agreement, and such act or acts shall not be deemed a breach of this Agreement. However, Consultant shall not suspend performance under this Agreement prior to the tenth (10th) calendar day after written notice of suspension was provided to City, in accordance with Chapter 2251, Subchapter “D” of the TEX. GOV’T CODE. City shall not be required to pay any invoice submitted by Consultant if Consultant breached any provision(s) herein.

- 3.8 **Adjusted Compensation** – If the scope of the Project (“Scope of the Project”) or if the Services are materially changed due to no error by Consultant in the performance of Services under this Agreement, the amounts of Consultant’s compensation shall be equitably adjusted as approved by City in its sole discretion. Any additional amounts paid to Consultant as a result of any material change to the Scope of the Project shall be authorized by written Change Order duly executed by both parties before the Services are performed.
- 3.9 **Project Suspension** – If the Project is suspended or abandoned in whole or in part for more than three (3) months, Consultant 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 suspension or abandonment. In the event of such suspension or abandonment, Consultant shall deliver to City all finished or unfinished documents, data, studies, drawings, maps, models, reports, photographs and/or any other items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment. If the Project is resumed after being suspended for more than three (3) months, Consultant’s compensation shall be equitably adjusted as approved by City. Any additional amounts paid to Consultant after the Project is resumed shall be agreed upon in writing by both parties before the services are performed.

ARTICLE 4 OWNERSHIP OF DOCUMENTS

- 4.1 **Documents Property of City** – The Project is the property of City, and Consultant may not use the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any materials for any other purpose not relating to the Project without City’s prior written consent. City shall be furnished with such reproductions of the Project, plans, data, documents, maps, and any other information as defined in **Exhibit A**. Upon completion of the work, or any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, Consultant will revise plans, data, documents, maps, and any other information as defined in **Exhibit A** to reflect changes while working on the Project through the date of completion of the work, as solely determined by City, or the effective date of any earlier termination of this Agreement under Article 3 and/or Article 8 of this Agreement, and promptly furnish the same to City in an acceptable electronic format. All such reproductions shall be the property of City who may use them without Consultant’s permission for any purpose relating to the Project, including, but not limited to, completion of the Project, and/or additions, alterations, modifications,

and/or revisions to the Project. Any reuse of the documents not relating to the Project shall be at City's own risk.

- 4.2 **Documents Subject to Laws Regarding Public Disclosure** – Consultant acknowledges that City is a governmental entity and that all documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) under this Agreement are instruments of service in respect of the Project and property of City. Upon completion of the Project, all of the documents, plans, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared or furnished by Consultant (and Consultant's professional associates and/or sub-consultants) shall thereafter be subject to the Texas Public Information Act (Chapter 552, TEX. GOV'T CODE, as amended) and any other applicable laws requiring public disclosure of the information contained in said documents.

ARTICLE 5 CONSULTANT'S INSURANCE REQUIREMENTS

- 5.1 **Required General Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Contractor Insurance Guidelines, which is attached hereto and incorporated herein by reference for all purposes, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a general liability insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each occurrence, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall name City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverages. Such policy shall provide for a waiver of subrogation against City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.2 **Required Professional Liability Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, a professional liability (errors and omissions) insurance policy with a company that maintains a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount not less than One Million and 00/100 Dollars (\$1,000,000.00) for each claim, and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-

renewal or material modification of any policies. . Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

- 5.3 **Required Workers Compensation Insurance** – Consistent with the terms and provisions of **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, all Statutory Workers Compensation Insurance as required by the laws of the State of Texas. Such insurance policy shall be with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent service(s), and is authorized to transact business in the State of Texas. Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.
- 5.4 **Circumstances Requiring Umbrella Coverage or Excess Liability Coverage** – If the Project’s size and scope warrant, and if identified on the checklist located in **Exhibit E**, Consultant shall procure and maintain throughout the term of this Agreement, at no expense to City, an umbrella coverage or excess liability coverage insurance policy with a company that maintains a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s), and is authorized to transact business in the State of Texas, in an amount of Two Million and 00/100 Dollars (\$2,000,000.00). Such policy shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal, or material modification of any policies. Consultant shall furnish City with certificates and required endorsement(s) evidencing such coverage prior to commencing work on the Project.

ARTICLE 6 CONSULTANT’S ACCOUNTING RECORDS

Records of Direct Expenses and expenses pertaining to services performed in conjunction with the Project shall be kept on the basis of generally accepted accounting principles. Invoices will be sent to City as indicated in Article 3.4 of this Agreement. Copies of employee time sheets, receipts for direct expense items and other records of Project expenses will be included in the monthly invoices

ARTICLE 7 AUDITS AND RECORDS/PROHIBITED INTEREST/VENDOR DISCLOSURE

Consultant agrees that at any time during normal business hours and as often as City may deem necessary, Consultant shall make available to representatives of City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of 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, and for a period of four (4) years 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.

Consultant agrees that it is aware of the prohibited interest requirement of the City Charter and will abide by the same. Further, a lawful representative of Consultant shall execute the Prohibited Interest Affidavit, attached hereto as **Exhibit F** and incorporated herein by reference for all purposes, no later than the Effective Date of this Agreement. Consultant understands and agrees that the existence of a prohibited interest during the term of this Agreement will render the Agreement voidable.

Consultant agrees that it is further aware of the vendor disclosure requirements set forth in Chapter 176, TEX. LOC. GOV'T CODE, as amended, and will abide by the same. In this connection, a lawful representative of Consultant shall execute and deliver to City the Conflict of Interest Questionnaire, Form CIQ, attached hereto as **Exhibit G** and incorporated herein for all purposes, no later than the Effective Date of this Agreement.

ARTICLE 8 TERMINATION OF AGREEMENT/REMEDIES

City may, upon thirty (30) days written notice to Consultant, terminate this Agreement for any reason or no reason at all, before the termination date hereof, without prejudice to any other remedy it may have. If City terminates this Agreement due to a default of and/or breach by Consultant and the expense of finishing the Project exceeds Consultant's Fee at the time of termination, Consultant waives its right to any portion of Consultant's Fee as set forth in Article 3 of this Agreement and agrees to pay any costs over and above the fee which City is required to pay in order to finish the Project. On any default and/or breach by Consultant, City may elect not to terminate the Agreement, and in such event it may make good the deficiency in which the default consists, and deduct the costs from Consultant's Fee due Consultant as set forth in Article 3 of this Agreement. If City terminates this Agreement and Consultant is not in default of the Agreement, Consultant 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.

In the event of any termination, Consultant shall deliver to City all finished and/or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs and/or any items prepared by Consultant in connection with this Agreement prior to Consultant receiving final payment.

The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive its rights to use any or all other remedies. These rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

**ARTICLE 9
DISPUTE RESOLUTION/MEDIATION**

In addition to all remedies at law, the parties may agree to attempt to resolve any controversy, claim or dispute arising out of or relating to the interpretation or performance of this Agreement, or breach thereof, by voluntary mediation to be conducted by a mutually acceptable mediator. However, if both parties do not agree to voluntarily mediate any such controversy, claim or dispute, mediation shall not be required.

**ARTICLE 10
INDEMNITY**

CONSULTANT SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES (COLLECTIVELY REFERRED TO AS “CITY” FOR PURPOSES OF THIS ARTICLE 10) FROM AND AGAINST ALL DAMAGES, INJURIES (WHETHER IN CONTRACT OR IN TORT, INCLUDING PERSONAL INJURY AND DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS (REGARDLESS OF WHETHER THE ALLEGATIONS ARE FALSE, FRAUDULENT OR GROUNDLESS), SUITS, ACTIONS, JUDGMENTS, LIENS, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEY’S FEES AND EXPENSES (INCLUDING ATTORNEY’S FEES AND EXPENSES INCURRED IN ENFORCING THIS ARTICLE 10), THAT IN WHOLE OR IN PART ARISE OUT OF OR ARE CONNECTED WITH, OR THAT ARE ALLEGED TO HAVE ARISEN OUT OF OR CONNECTED WITH, GOODS AND/OR SERVICES PROVIDED BY CONSULTANT, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FOR WHOM CONSULTANT IS LEGALLY RESPONSIBLE (COLLECTIVELY REFERRED TO AS “CONSULTANT” FOR PURPOSES OF THIS ARTICLE 10) PURSUANT TO THIS AGREEMENT AND/OR THE NEGLIGENT, GROSSLY NEGLIGENT AND/OR INTENTIONAL WRONGFUL ACT AND/OR OMISSION OF CONSULTANT IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OF CITY (COLLECTIVELY, “CLAIMS”). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM “CLAIMS” IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT IS NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR

ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN CONSULTANT AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH CONSULTANT, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. CONSULTANT IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, THAT IF A COURT OF COMPETENT JURISDICTION SIGNS A JUDGMENT THAT BECOMES FINAL AND NON-APPEALABLE, DETERMINING THAT CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS ("JUDGMENT"), THEN CONSULTANT IS NOT REQUIRED TO INDEMNIFY OR DEFEND CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO CITY FOR EACH CAUSE(S) OF ACTION IDENTIFIED IN THE JUDGMENT. IN THE EVENT THE JUDGMENT PROVIDES THAT CITY IS JOINTLY, CONCURRENTLY OR SOLELY NEGLIGENT FOR THE CLAIMS REFERRED TO THEREIN, CITY AGREES TO REIMBURSE CONSULTANT FOR ALL REASONABLE AND NECESSARY COSTS INCURRED AND PAID BY CONSULTANT THAT ARE ATTRIBUTABLE TO CITY'S PERCENTAGE OF JOINT, CONCURRENT OR SOLE NEGLIGENCE, AS SET FORTH IN THE JUDGMENT, INCLUDING REASONABLE AND NECESSARY ATTORNEY'S FEES AND EXPENSES, WITHIN SIXTY (60) DAYS OF THE DATE THE JUDGMENT BECOMES FINAL AND NON-APPEALABLE. IF THIS AGREEMENT IS A CONTRACT FOR ENGINEERING OR ARCHITECTURAL SERVICES, THEN CONSULTANT'S INDEMNITY AND DEFENSE OBLIGATIONS UNDER THIS ARTICLE 10 ARE LIMITED BY, AND TO BE READ AS COMPLYING WITH, SECTION 271.904 OF THE TEXAS LOCAL GOVERNMENT CODE

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY CONSULTANT 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 CONSULTANT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF CONSULTANT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. CONSULTANT SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO DEFENSE OR INDEMNIFICATION UNDER THIS AGREEMENT. IF CONSULTANT FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND CONSULTANT SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS ARTICLE SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

ARTICLE 11 NOTICES

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing the same in the United States Mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested; by facsimile; by electronic mail, with documentation evidencing the addressee's receipt thereof; or by delivering the same in person to such party a via hand-delivery service, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to City, addressed to it at:

Ricardo Sánchez
Principal Planner-Parks
Parks and Recreation Department
6101 Frisco Square Boulevard
Frisco, Texas 75034
Telephone: (972) 292-6526
Facsimile: (972) 292-6530
Email: rsanchez@friscotexas.gov

With a copy to:

Abernathy, Roeder, Boyd & Hullet, P.C.
Attention: Ryan D. Pittman
1700 Redbud Blvd., Suite 300
McKinney, Texas 75069
Telephone: (214) 544-4000
Facsimile: (214) 544-4054
Email: rpittman@abernathy-law.com

If to Consultant, addressed to it at:

Stan R. Cowan
Mesa Design Associates, Inc.
2001 N. Lamar Street
Suite 100
Dallas, TX 75202
Telephone: (214) 871-0568
Email: scowan@mesadesigngroup.com

ARTICLE 12 MISCELLANEOUS

12.1 **Complete Agreement** – This Agreement, including the exhibits hereto labeled “A” through “G,” all of which are incorporated herein for all purposes, constitute the entire Agreement by and between the parties regarding the subject matter hereof and supersedes all prior and/or contemporaneous written and/or oral understandings. This Agreement may not be amended, supplemented, and/or modified except by written agreement duly executed by both parties. The following exhibits are attached below and made a part of this Agreement:

12.1.1 **Exhibit A**, Scope of Services.

12.1.2 **Exhibit B**, Compensation Schedule / Project Billing / Project Budget.

12.1.3 **Exhibit C**, Guidelines for Computer Aided Design and Drafting (CADD).

12.1.4 **Exhibit D**, Not Applicable

12.1.5 **Exhibit E**, Contractor Insurance Guidelines.

12.1.7 **Exhibit F**, Prohibited Interest Affidavit.

12.1.8 **Exhibit G**, Conflict of Interest Questionnaire, Form CIQ.

12.1.9 **Exhibit H**, Overall Scope Diagram.

To the extent that **Exhibit A**, **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G** or **Exhibit H** are in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of **Exhibit B**, **Exhibit C**, **Exhibit D**, **Exhibit E**, **Exhibit F**, **Exhibit G**, **Exhibit H** or **Exhibit A** shall prevail in that order.

12.2 **Assignment and Subletting** – Consultant agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of City. Consultant 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 Consultant of its full obligations to City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Consultant, and there shall be no third party billing.

- 12.3 **Attorney's Fees** – If either party files any action or brings any proceeding against the other arising from this Agreement, then as between City and Consultant, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, reasonable and necessary attorneys' fees and litigation expenses that are equitable and just, subject to the limitations set forth in TEX. LOC. GOV'T CODE § 271.153, as it exists or may be amended, if applicable.
- 12.4 **Successors and Assigns** – City and Consultant, and their respective partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives and administrators are hereby bound to the terms and conditions of this Agreement.
- 12.5 **Savings/Severability** – In the event that a term, condition or provision of this Agreement is determined to be invalid, illegal, 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 as if such invalid, illegal, void, unenforceable or unlawful provision had never been contained in this Agreement.
- 12.6 **Governing Law; Venue** – This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles. The exclusive venue for any action arising out of this Agreement shall be a court of appropriate jurisdiction in Collin County, Texas.
- 12.7 **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- 12.8 **Authority** – The individuals executing this Agreement on behalf of the respective parties below represent to each other that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the other party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- 12.9 **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.

- 12.10 **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- 12.11 **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes. An electronic mail and/or facsimile signature will also be deemed to constitute an original if properly executed and delivered to the other party.
- 12.12 **Immunity** – The parties acknowledge and agree that, in executing and performing this Agreement, City has not waived, nor shall be deemed to have waived, any defense or immunity, including governmental, sovereign, and official immunity, that would otherwise be available to it against claims arising in the exercise of governmental powers and functions. By entering into this Agreement, the parties do not create any obligations, express or implied, other than those set forth herein.
- 12.13 **Incorporation of Recitals** – The representations, covenants and recitations set forth in the foregoing recitals of this Agreement are true and correct and are incorporated into the body of this Agreement and adopted as findings of City and the authorized representative of Consultant.
- 12.14 **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- 12.15 **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.
- 12.16 **No Third Party Beneficiaries** - Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- 12.17 **Indemnity** – The parties agree that the Indemnity provision set forth in Article 10 herein is conspicuous and the parties have read and understood the same.
- 12.18 **Representations** – All representations and covenants made by one party to the other in this Agreement or in any certificate or other instrument delivered by one party to the other under this Agreement shall be considered to have been relied upon by the other party and will survive the satisfaction of any fees under this Agreement, regardless of any investigation made by either party.
- 12.19 **Independent Contractor** – In performing this Agreement, Consultant shall act as an independent contractor with respect to City. In no event shall this Agreement be

construed as establishing a partnership, joint venture or similar relationship between the parties, and nothing herein shall authorize either party to act as agent for the other. Consultant shall be liable for its own debts, obligations, acts and omissions, including the payment of all required withholding, social security and other taxes and benefits with respect to all of Consultant's officers, directors, partners, employees and representatives, who shall not be considered City employees and shall not be eligible for any employee benefit plan offered by City.

- 12.20 **Debarment/Suspension** – City is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. City, Consultant and Consultant's subcontractors shall comply with federal and state regulations regarding debarment and suspension. Consultant shall include a statement of compliance with federal and state debarment and suspension regulations in all third-party agreements for work on the Project.
- 12.21 **Restrictions on Lobbying** – City and Consultant are prohibited from using funds awarded under the Agreement for lobbying purposes. Consultant shall include a statement of compliance with this provision in applicable procurement solicitations and third-Party agreements for work on the Project.
- 12.22 **Appropriation of Funds** – Funds are not presently budgeted for City's performance under this Agreement beyond the end of City's 2023-2024 fiscal year. City will give Consultant sixty (60) days' notice if funds for City's performance are not budgeted to continue beyond that time. City shall have no liability for payment of any money for services performed after the end of City's 2023-2024 fiscal year unless and until such funds are budgeted.
- 12.23 **Certifications Required by Texas Law** – In accordance with Chapter 2270 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott Israel and will not boycott Israel during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 809 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not boycott energy companies and will not boycott energy companies during the term of any contract with City, including during the term of this Agreement. In accordance with Chapter 2274 of the Texas Government Code (to the extent applicable), Consultant hereby certifies that Consultant does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of any contract with City, including during the term of this Agreement. The foregoing terms have the meanings ascribed to them in the referenced statutes if defined therein.
- 12.24 **Reference to Consultant** – When referring to "Consultant," this Agreement shall refer to and be binding upon Consultant, and its officers, directors, partners,

employees, representatives, contractors, subcontractors, licensees, invitees, agents, successors, assignees (as authorized herein), vendors, grantees, trustees, legal representatives and/or any other third parties for whom Consultant is legally responsible.

12.25 **Reference to City** – When referring to “City,” this Agreement shall refer to and be binding upon City, its Council members, officers, agents, representatives, employees and/or any other authorized third parties for whom City is legally responsible.

12.26 **Duty to Facilitate Compliance with Public Information Act** –

- (a) The obligations in this provision apply if this Agreement (1) has a stated expenditure of at least \$1 million in public funds for the purchase of goods or services by City; or (2) results in the expenditure of at least \$1 million in public funds for the purchase of goods or services by City in a fiscal year of the Frisco City Council.
- (b) If this Agreement is described in subsection (a) above, Consultant shall comply with the following obligations, which are set forth in Subchapter J, Chapter 552, Texas Government Code:
 - (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to City for the duration of this Agreement;
 - (2) promptly provide to City any contracting information related to this Agreement that is in the custody or possession of Consultant on request of City; and
 - (3) on completion of this Agreement, either: (1) provide at no cost to City all contracting information related to the contract that is in the custody or possession of Consultant; or (2) preserve the contracting information related to this Agreement as provided by the records retention requirements applicable to City.
- (c) As used in this provision, the term “contracting information” shall have the same meaning as that term is defined in Section 552.003, Texas Government Code.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement, and the Consultant agrees that this Agreement can be terminated if the Consultant knowingly or intentionally fails to comply with a requirement of that subchapter.

IN WITNESS WHEREOF, the parties have executed this Agreement and caused this Agreement to be effective on the date set forth in the introductory clause of this Agreement.

CITY:

City of Frisco, Texas,
a home-rule municipality

CONSULTANT:

Mesa Design Associates, Inc.
a Texas Corporation

By: _____
Wesley S. Pierson, City Manager

By: Stan R. Cowan
Stan R. Cowan, Senior Principal

APPROVED AS TO FORM:

Ryan D. Pittman
Abernathy, Roeder, Boyd, & Hullett, P.C.
Ryan D. Pittman, City Attorneys

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

BEFORE ME, THE UNDERSIGNED AUTHORITY, A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS, ON THIS DAY PERSONALLY APPEARED **STAN R. COWAN**, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT; HE ACKNOWLEDGED TO ME THAT HE IS THE DULY AUTHORIZED REPRESENTATIVE FOR **MESA DESIGN ASSOCIATES, INC.**, A TEXAS CORPORATION, AND THAT HE EXECUTED SAID INSTRUMENT FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 8th DAY OF February, 2023.



Karen Melau
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS
My commission expires: 5-3-2025

EXHIBIT A SCOPE OF SERVICES

SUMMARY OF PROJECT

- A. Consultant will perform the work associated with the design of the Frisco Downtown Plaza. Client agrees to engage Consultant to provide Client with the basic services as outlined in Exhibit A.
- B. For purposes of this Service Agreement and its Sections, the term Consultant, where appropriate, shall be interchangeable with the terms Landscape Architect.
- C. The following consumer information is required by the Landscape Architects Registration Law, Article 249c, VTCS: The Texas Board of Architectural Examiners has jurisdiction over individuals licensed under the above-named Act. Their address and telephone number is: 333 Guadalupe, Ste. 2-350; Austin, Texas 78701; (512) 305-9000.
- D. Consultant services will include design and construction tasks associated with the following, but not limited to, site program elements, as determined by the project's \$16,400,000.00 construction budget:
- Site hardscape elements (with Structural Engineering sub-consultant)
 - Pedestrian paving and flatwork
 - Railings, planting beds and vertical screening panels/elements
 - Retaining walls, planters, steps/ramps
 - Site structures (with Structural Engineering sub-consultant)
 - Gateway elements (at 4th & Main and 4th and Elm)
 - Vertical pylons along Plaza/Elm
 - Pedestrian seating area overhead shade elements
 - Restroom & Stage (with support from an Architect, MEP & Structural engineering as sub-consultants)
 - Restroom facility: +/- 6-8 family style Restroom under one roof with storage room and shade structure (MEP and Structural included)
 - Overhead stage shade structure
 - Participatory water features (with Fountain designer & MEP sub-consultants)
 - One (1) Participatory fountain
 - Two (2) water trough fountain features
 - Audio/visual system:
 - Speakers, video board and system controls only
 - Site landscape and accent lighting
 - Design of lighting features/fixtures
 - Electrical design
 - Landscape design
 - Site grading and drainage (with Civil Engineering sub-consultant)
 - Site furnishings, fixtures, and equipment
 - Irrigation design
 - Soil system(s) specification
- E. Consultant will engage multiple sub-consultants as independent contractors to provide the basic scope of work. Sub-consulting team may include the following disciplines and services:
1. Civil Engineering
 - Site demolition plans (scope and fee are included in a separate Agreement between Kimley Horn & the City of Frisco)
 - Site grading & drainage plans
 - Site franchise utility design/relocation and or demolition (scope and fee are included in a separate Agreement between Kimley Horn & the City of Frisco)

- Site City utility design/relocation and or demolition (for water, sewer and storm)
 - Erosion control plan
 - Surveying/Geotech (scope and fee are included in a separate Agreement between Kimley Horn & the City of Frisco)
2. Electrical
 - Site lighting design
 3. Structural
 - Site elements foundation and footing design
 4. Architecture (including building MEP)
 - Restrooms, Stage and Stage Overhead Structure
 5. Irrigation
 - Irrigation system design for proposed plantings
 6. Water Feature Designer & MEP
 - Water feature design including MEP
 7. Audio/Visual
 - Audio visual design of the Stage components
 8. Soils Specialist
 - Soil specifications
 9. Arborist
 - Tree specification and maintenance requirements identification

PART I – BASIC PROFESSIONAL SERVICES

STAGE 1: 4TH STREET PLAZA

TASK 1: REFINED SCHEMATIC DESIGN

Based upon the City Council approved conceptual design presented at the August 2022 City Council meeting, MESA will finalize the design program with input from the Client. This input will include budgetary considerations, site programming review and confirmation, theming, and grading considerations. This level of development will deal with more detailed and refined aspects of the design such as materials selection, budget refinement, and consultation with contractors about construction methods. These design documents and an accompanying refinement of the cost analysis will be presented to the Client for review.

The schematic design refinement documents for the Plaza Area shall include the following:

1. Site hardscape elements including pedestrian paving (sidewalks, steps, ramps), railings, planting beds, retaining wall and planters.
2. Site structures including gateway element, vertical pylons and pedestrian seating shade elements including schematic design of elements including plans, elevations, images and/or sketches depicting layout, spatial definition/scale.
3. Restroom & Stage features: prepare floor plans, finish plans, and miscellaneous drawings of the proposed design to describe the size and character of the project. The design team will verify program and code requirements for the project.
4. Conceptual design of participatory fountain (elevations, sections, images and/or plans).
5. Audio/visual system programming alternatives
6. Site landscape and accent lighting
 - a. Development of lighting design concept in conjunction with client considering aesthetic intent, lighting effects desired, visual prioritization. Lighting needs will also

- be reviewed and studied, including functional needs, visual tasks, maintenance goals, and lighting equipment preferences (if any.)
- b. Light fixture, lamping, distribution and illumination level research for specific areas as included in scope above.
- c. Lighting installation details and suggestions/options (as required) will be sketched as required, based on concept, for review and discussion regarding how these might best be incorporated into architectural design to achieve the desired goals.
- d. Either a written lighting narrative or a schematic lighting layout and preliminary fixture schedule.
- e. Initial discussion of lighting control system.
- f. Site investigations on power and telecom utilities locations/sources.
- 7. Landscape design including tree selection and tree planting system.
- 8. Site grading and drainage
- 9. Site furnishings, fixtures, and equipment: Initial layout of elements and initial design of any custom furnishings.
- 10. Develop irrigation design concepts, considering water source, pressure requirements, potential meter and backflow locations, main line loop and potential controller locations.
- 11. Soil system specifications: review of proposed planting areas and required soil/planting system.
- 12. Site grading, drainage conceptual layout.
- 13. Overall plan layout
- 14. Project cost projections
- 15. Project management tracking and coordination.

Deliverable: Refined Schematic Design documents. One (1) Updated opinion of probable cost.

Meetings: Included in Stage 1, Task 5.

TASK 2: DESIGN DEVELOPMENT

Upon approval of the previous design documents, and any value engineering efforts that result from the Client's direction, MESA will prepare Design Development Documents for the scope of construction established in the previous task.

1. Site hardscape elements: Layout plans at a design development level, including sidewalks, railings, and planting beds. Plans will locate special paving. Hardscape details for walls, railings, and paving, at a design development level.
2. Site Structures: Layout plans at a design development level, including gateway elements, pylon features and pedestrian shade structure. Hardscape details at a design development level.
3. Restroom & Stage features: Preliminary layout plans and refined floor plans, finish plans, and drawings of the proposed design to describe the size and character of the project. Utility loads will be finalized and coordinated with the project MEP.
4. Participatory fountain refined design development including elevations, sections, details, specifications, and plans.
5. Audio/visual system: initial line drawings
6. Site landscape and accent lighting
 - a. Light distribution and confirmation of light levels via point-by-point illuminance calculations for applicable areas.

- b. Development of a one-name lighting equipment schedule where fixtures have been priced and the budget is tracked to align with client expectations. Lighting equipment schedule, dimming/control schedule and cut sheets to be included.
 - c. Lighting detail options will be refined and presented for review with client and/or design team for approval prior to incorporating into construction documents.
 - d. Coordination of lighting controls with user requirements. Lighting design loads will be confirmed for adherence to energy code requirements. Development of lighting equipment schedule and dimming/control load schedules including cut sheets.
 - e. Up to three hours of specialty lighting mock-ups as needed will be conducted to evaluate desired lighting effect and constructability.
 - f. Review of any decorative light fixtures designed/supplied by others, and advice regarding lumen output, color temperature and wattage requirements/limitations.
 - g. Initial electrical design development documents.
2. Landscape design including tree selection and tree planting system.
 3. Site grading and drainage refined design including locations, tie ins and selection of drainage fixtures.
 4. Site furnishings, fixtures, and equipment: Refined layout of elements and refined design of any custom furnishings.
 5. Refined irrigation design, considering water source, pressure requirements, potential meter and backflow locations, main line loop and potential controller locations.
 6. Soil system specifications: refined development of the soil/planting system.
 7. Site grading, drainage conceptual layout.
 8. Overall plan layout.
 9. Project cost projections.
 10. Project management tracking and coordination.
 11. Preliminary material selections including colors, textures, and sizes for all landscape and hardscape flatwork.
 12. Preliminary technical specifications.
 13. Updated project cost projection.
 14. Project management tracking and coordination.

Deliverable: Design Development documents.

Meetings: Included in Stage 1, Task 5.

TASK 3: CONSTRUCTION DOCUMENTS

Upon approval of the preliminary Construction Documents, as well as any value engineering efforts that result from the Client's direction, MESA will prepare final Construction Documents for the scope of construction established in the previous tasks. Construction Documents will be submitted in the form of 90% and 100% submittals.

1. Site hardscape elements: Final Layout plans at a design development level, including sidewalks, railings, and planting beds. Plans will locate special paving. Hardscape details for walls, railings, and paving.
2. Site Structures: final plans, sections, elevations, and details.
3. Restroom & Stage features: Final Construction Documents for components consisting of:
 - a. Cover sheet showing vicinity map for project, signature block, index of drawings, contact list.
 - b. Demolition, showing removal and or relocation of existing elements as required to accommodate improvements.
 - c. Detail Installation Drawings and project Installation and Execution Specifications.
4. Participatory fountain final plans including elevations, sections, details, specifications, and plans.
5. Audio/visual system: final conform drawing set.
6. Final site landscape and accent lighting plans including:
 - a. Revit or CAD model of lighting plan with dimensions and control zoning.
 - b. Lighting equipment and lighting control (load) schedule.
 - c. Lighting fixture and controls cut sheets and Architectural lighting details as required.
 - d. Final design and location of fixtures, power requirements, and conduit runs including the Restroom building, Stage, Fountain lighting, pylon lighting, gateway lighting, festoon lighting, food truck outlets and site convenience outlets.
7. Landscape design including final plant material selection, details, specifications, and planting system details.
8. Site grading and drainage refined design including locations, tie ins and selection of drainage fixtures.
9. Site furnishings, fixtures, and equipment: Final layout of elements, details, sections, and material specifications.
10. Final irrigation design, considering water source, pressure requirements, potential meter and backflow locations, main line loop and potential controller locations.
11. Soil system specifications: refined development of the soil/planting system.
12. Coordinate location of traffic lights, regulatory signage, and signalization components of the adjacent Main Street & Elm Street design contracts.
13. Site grading, drainage including final plans and details.
14. Final plan layouts, including planting plans, layout plans, grading plans and specifications.
15. Project cost projections.
16. Project management tracking and coordination.
17. Final material selections – materials, colors, textures, and sizes for all landscape and hardscape flatwork.
18. Final technical specifications.
19. Updated project cost projection.
20. Project management tracking and coordination.

Deliverables: Construction Documents at 90% and 100% completion. One (1) Updated opinion of probable cost. **Meetings:** Included in Stage 1, Task 5.

TASK 4: BIDDING & NEGOTIATIONS

MESA will assist the City in its implementation of the competitive sealed proposal (CSP) bidding process as follows:

1. Prepare and submit 100% Bid Documents to City staff including plan(s) of the final design, specifications, and associated cost projection. Eight (8) hard copy 11"x17" sets, one (1) full size set and one (1) digital copy for the City to print as needed for the pre-construction meeting.
2. Attend pre-bid meeting.
3. Assist the City in answering questions and interpreting drawings and specifications during the bidding period.
4. Assist the City in the preparation of any required addendum.
5. Attend bid opening.
6. MESA will prepare one (1) tabulation and bid proposal criteria and provide a written summary for review with the selection committee.
7. Attend meeting with City staff (MESA as third party) to discuss the vital criteria for contractor selection process. MESA will provide feedback to City staff on the contractor selection criteria.
8. Attend meeting with City staff (MESA as third party) to discuss MESA's analysis of the bid proposals received. MESA will provide a written summary for use by the City.
9. Attend interview meeting with the City and shortlisted contractor (MESA as third party).

Deliverable: Preparation of bid package, clarification of questions received during bidding.

Meetings: Included in Stage 1, Task 5.

TASK 5: COORDINATION MEETINGS

One (1) MESA Principal will attend meetings (in person, telephone and/or online video meetings) related to the Main Street and/or 4th Street Plaza and receive all meeting notes/minutes and email communication pertaining to the scope in this contract. If any additional MESA representatives attend in-person meetings, there will be no additional cost to the Client or City.

Deliverables: Attendance by One (1) MESA Principal, includes up to Forty (40) meetings.

TASK 6: 3D MODELING: 4TH STREET PLAZA

Refined Schematic Design

An expansion of the previous model developed with the addition of texturing, topography and materiality meant to portray the full spectrum of the design intent. This model is intended to showcase the overall design and is appropriate for design review and discussion with the City Council, City Staff, Merchants, Community Stakeholders, and the design team during coordination meetings. One (1) dynamic model will be created for the design with up to five (5) still shots generated from the model and one (1) animated flythrough video.

Design Development

MESA will update the model to reflect the refined design presented at the conclusion of the Design Development task. One (1) dynamic model will be created for the design with up to five (5) still shots generated from the model and one (1) animated flythrough video.

Construction Documents

The model and graphics will be updated based on the final design components included in the 100% construction documents. At the completion of the construction document stage, the model will have advanced the design to include final touches of materials, lighting, entourage, planting, furnishings, and a compilation of a drive through video to portray the final design. One (1) dynamic model will be created for the design with up to five (5) still shots generated from the model and one (1) animated flythrough video.

Final Post Bidding/Contracting

The model and graphics will be updated based on the final design components included in the contractor's contract. This is intended to be used as a marketing video appropriate for presentations to the public. One (1) digital animated fly through video will be produced with a duration of approximately 60 seconds.

Deliverables: One (1) initial 3D massing model and up to four (4) updates to the 3D Lumion model, up to ten (10) high resolution still images of the Lumion model, one (1) 60 second 3D Lumion Rendered flythrough of the final project. Additional preparation of presentation graphics other than that included within this task shall be billed as additional services as per the attached hourly rate schedule.

Meetings: Included in Stage 1, Task 5.

TASK 7: RECORD DRAWINGS

The Contractor will provide a redlined set of the construction drawings to MESA showing all changes made to the approved design during construction. MESA will compile this unverified information provided by the Contractor and prepare Record Drawings. The Record Drawings will show only those changes exported by the Contractor to MESA and considered to be significant and will contain a note to this effect. Record Drawings are not "As Built" drawings and no independent verification will be done by MESA. MESA will submit the Record Drawings to the Client and provide CAD and PDF files of the Record Drawings.

Deliverables: Unverified Record Drawings.

STAGE 2: CONSTRUCTION STAGE SERVICES

TASK 1: PERMITTING

MESA will format the design plans to conform to the City's Site Plan submittal requirements. MESA will coordinate any site plan changes to address comments received during the Site Plan review.

MESA will format the design plans to conform to the municipality's Permit submittal requirements. City staff will facilitate the permitting review and approval process. MESA will address comments and any necessary design plan revisions. The bidding process may require a conformed set of plans be produced to be used for updating the permit and construction stages. If required, MESA will format the design plans to conform to the final approved bid documents and to meet the municipality's submittal requirements.

Deliverable: City Site Plan submittal and Permit Plan submittal. Conformed plans to be used for the City Permit Plan submittal and construction in digital form.

Meetings: Included in Stage 1, Task 5.

TASK 2: CONTRACT ADMINISTRATION/CONSTRUCTION OBSERVATION

In-House Review

MESA will conduct in-office tasks and coordination throughout the duration of the corridor construction process. Scope of work includes the following:

1. Review submittals and shop drawings as required, including concrete paving, stone paving, stone blocks, stone walls, landscape material (trees, shrubs, and groundcover), lighting, irrigation, and material testing reports.
2. Review weekly video recordings of installed landscape and hardscape areas to verify quantities and realization of design intent. Videos to be submitted as sections of the project are completed for review in prep for final punch.
3. Respond to client and contractor questions for clarification of the hardscape and landscape construction documents. Design revisions made during construction that are not a result of field conditions are not included in these services.

Deliverables: In-office coordination, review and response to submittals and shop drawings.

Site Visits

MESA will visit and observe construction related activities, respond to questions, and provide clarification on items in the construction documents. Written observations will be provided after each site visit. Scope of work includes the following:

1. Site Visits including:
 - a. MESA: Seventy-Eight (78)
 - b. Architect: Twelve (12)
 - c. Site Structural : Three (3)
 - d. Arborist: Ten (10)
 - e. Irrigation Designer: Six (6)
 - f. Lighting Designer: One (1)
 - g. Fountain Designer: Six (6)
 - h. Audio/Visual: Three (3)
 - i. Electrical Designer: Five (5)
2. Review layout of hardscape and landscape elements within scope of services (included in the MESA site visits indicated above)
3. Tree tagging including up to four (4) separate visits to tree farms in Texas and Oklahoma.
4. Stone quarry visit to select stone blocks and stone paving – one (1) visit to quarry in North Texas.
5. Observation of landscape and hardscape construction activities (included in the MESA site visits indicated above)
6. Review of night set of lighting at each gateway – two (2) separate visits.
7. Review of soils at each gateway by certified agronomist – up to five (5) separate visits and three (3) soils tests.
8. Written observations after each site visit and final punch list at substantial completion.

Deliverables: Site visits and written observations

Owner / Architect / Contractor Meetings

MESA will attend OAC weekly meetings by phone or video call (includes 78 meetings) with the contractor. MESA's attendance is to stay informed of the project progression and issues. The City will be managing the OAC meeting.

Deliverables: Up to seventy (78) phone calls with the City and Contractor.

STAGE 3: SPECIAL SERVICES

TASK 1: ADDITIONAL MEETINGS/SITE VISITS/OAC MEETINGS

Additional Coordination Meetings

If any additional coordination is requested in the Main Street Design Contract or Stage 1, each additional meeting will be billed at the per meeting rate stipulated under Cost of Services.

Additional Site Visits

If any site visits are requested in Stage 1 and/or if additional site visits are required beyond those included in Stage 2, Each site visit be billed at the per site visit rate stipulated under Cost of Services.

Additional OAC Meetings

If MESA attends any OAC meetings in Stage 1 and/or if additional OAC meetings are required beyond those included in Stage 2, Each additional OAC meetings will be billed at the per OAC meeting rate stipulated under Cost of Services.

TASK 2: PUBLIC ENGAGEMENT

MESA will participate (but not facilitate) in public meetings and/or Council work sessions to assist City staff in the presentation of visioning and programming as a separate task on an hourly basis. This task includes meeting participation and the preparation of relevant presentation materials specifically required for the public engagement presentation.

Deliverables: Attendance at public engagement meeting(s)

TASK 3: ADDITIONAL BUILDING DESIGN REQUIREMENTS

Third-party Energy code analysis/review

If the Building/Energy Code requires a third-party Energy Code analysis and review, the Consultant will hire a third party consultant to provide the analysis and review.

Fire Suppression System Design

If the Restroom building design requires a Fire Suppression System, including fire alarm device and/or sprinkler head layout, the Consultant will include the Fire Suppression System design into the design plans.

Deliverables: Additional design documents as indicated above, if required including Energy Code plan review and Fire suppression performance specifications.

PART II - ADDITIONAL SERVICES

- A. The following services are not included in this Agreement, but are available to the City upon written, authorized approval and mutual agreement:
1. If the budget or the scope is increased beyond that established in this Scope of Services (\$16,400,000.00), including Alternate Bid Items, said changes shall be considered Additional Services and compensation for Consultant's services shall be adjusted appropriately according to the magnitude of the change. All changes in service shall be agreed to in writing by both City and Consultant prior to any additional services being provided.
 2. Additional client, city, public meetings or site visits beyond the amount listed in the basic scope of services.
 3. Surveying beyond the identified project limits.
 4. Design (utilities or other) beyond the identified project limits.
 5. Value Engineering.
 6. Plan revisions due to owner-requested changes in land use or other building/site changes resulting in modifications after being previously approved.
 7. Project Website.
 8. Additional Site Visits during Construction Phase beyond the number stipulated in Basic Services.
 9. Any item or service not specifically noted in this agreement.

PART III - EXCLUSIONS

- A. The intent of this Scope of Services is to include only the services specifically listed herein for this Project. Services specifically excluded from this scope of services include, but are not necessarily limited to the following:
1. Environmental impact statements, assessments, permits, and surveys services beyond SWPPP.
 2. Environmental site remediation or testing.
 3. Full-time or otherwise frequent and detailed inspection of the Contractor's works in progress.
 4. Quality control and testing services during construction.
 5. Traffic Impact Analysis
 6. Traffic control (to be provided by the Contract if included in their contract)
 7. Any platting revisions or platting services.
 8. Value engineering.
 9. Preparation of flood studies LOMR, CLOMR, FEMA, etc.
 10. Rezoning the property

11. Any vehicular and safety/street lighting (Kimley Horn to provide per scope of work included in separate Contract)
12. Surveying/Geotech (Kimley Horn to provide per scope of work included in separate Contract)
13. Building waterproofing of adjacent/existing buildings
14. Third-party Building Code/Fire Egress Analysis/Report
15. Turnkey electrical relocation demolition, design and/or coordination
16. SITES or LEED design, documentation and or submittal for certification
17. As-Builts (will be covered under a sperate Agreement once the extent of plan changes is known)
18. Specialty consultants
 - a. The following consultants and services are anticipated to be needed on the project but are not included in this contract:
 - b. On-site construction management.
 - c. Site safety, operations, or maintenance.
 - d. Artist
19. Planning/development process support services
 - a. Texas Department of Transportation submittal coordination, permitting or review.
 - b. Other stakeholders or groups identified by the City.
20. Additional jurisdictional/public review
21. Texas historical review
22. Environmental graphics
23. Vehicular/fire lane paving details (not anticipated for the plaza, this task is included for Main Street & Elm Street in a separate Contract between Kimley Horn & the City of Frisco)
24. Changes to the zoning and/or request for variances or special use permits for the intended use of the property.
25. No design or study of offsite improvements to water, wastewater, roadways, traffic signals, or any other utility or improvement is known at this time and is therefore excluded.
26. Detention of the site's runoff will not be required. No storm water quality design will be required.
27. Building demolition plans are not included in this agreement.
28. Replating the property (Kimley Horn has a Conveyance Plat and Final Plat included in separate Contract with the City)

**EXHIBIT B
COMPENSATION**

COMPENSATION

- A. Compensation for the Basic Professional Services, Related Services and Direct Expenses, as described in Exhibit A - Scope of Services, shall not exceed the sum of \$2,265,700.00.

Basic Design Services

<u>Task</u>	<u>Base Fees</u>
<u>STAGE 1: 4th STREET PLAZA</u>	
Task 1: Refined Schematic Design <i>Lump Sum</i>	\$315,000.00
Task 2: Design Development <i>Lump Sum</i>	\$520,000.00
Task 3: Construction Documents <i>Lump Sum</i>	\$560,000.00
Task 4: Bidding & Negotiations <i>Lump Sum</i>	\$50,000.00
Task 5: Coordination Meetings <i>Hourly, Not to Exceed</i>	\$34,200.00
Task 6: 3D Modeling 4 th Street Plaza <i>Lump Sum</i>	\$60,000.00
Task 7: Record Drawings <i>Lump Sum</i>	\$50,000.00
Cost of Base Services: Stage 1, Tasks 1 – 7	\$1,589,200.00

STAGE 2: CONSTRUCTION STAGE SERVICES

Task 1: Permitting <i>Hourly, not to exceed</i>	\$60,000.00
Task 2: Contract Administration/Construction Observation In-House Review	\$110,000.00
Site Visits	\$310,000.00
OAC Meetings <i>Hourly, not to exceed</i>	\$38,000.00
Cost of Base Services: Stage 2, Tasks 1 – 2	\$518,000.00

STAGE 3: SPECIAL SERVICES

Task 1: Additional Meetings/Site Visits/OAC Meetings <i>Additional Coordination Meetings (\$700 Lump Sum per Meetings)</i> <i>Additional Site Visit (\$1,500 Lump Sum Per Visit)</i> <i>Additional OAC Meetings (\$450 Lump Sum per OAC Meeting)</i>	\$100,000.00
Task 2: Public Engagement <i>Hourly, not to exceed</i>	\$30,000.00
Task 3: Additional Building Design Requirements <i>Hourly, not to exceed</i>	\$28,500.00
Cost of Special Services: Stage 3, Task 1-2:	\$158,500.00 allowance

Total Basic Design Services **\$2,265,700.00**
Related Services **None**

**TOTAL - Basic Design Services
(Not-to-Exceed)** **\$2,265,700.00**

EXHIBIT C
GUIDELINES FOR COMPUTER AIDED DESIGN AND DRAFTING (CADD)

1. Files shall be submitted in DWG/DXF format.
2. Files shall be georeferenced in the State Plane, Texas North Central FIPS 4202 (feet) coordinate system, using a datum of NAD 83.
3. If a surface adjustment factor is applied to the data, any surface adjustment factors used should be clearly documented on the drawing.
4. If submissions for the Project relate to a plat, the file submitted must match exactly the plat that is submitted for recording.
5. The file shall contain required features for the project type as detailed below:
 - a. Pre-Construction/As-Built Plans and/or Record Documents:
 - i. Layers from Final Plat Requirements as Applicable to Project Type.
 - ii. Water Utility Features.
 - iii. Sanitary Sewer Features.
 - iv. Storm Sewer Features.
6. Each required feature group should be provided as a separate layer within the file.
7. Layer names should be representative of the information contained in the layer.
8. Line work should be continuous (e.g. no dashed lines in required layers) and complete (connecting lines should meet at corners) within the subdivision/project. Layers outside of project/subdivision boundary may be dashed in CAD data as required for Final Plats by Frisco Subdivision Ordinance Section 5.02.

EXHIBIT D
GUIDELINES FOR DIRECT EXPENSES; GENERAL AND ADMINISTRATIVE
MARKUP; TRAVEL AND SUBSISTENCE EXPENSES

I. Not Applicable

EXHIBIT E
CONTRACTOR INSURANCE GUIDELINES

I. GENERAL INSURANCE REQUIREMENTS –

- A. All policies shall name the City of Frisco, its officers, agents, representatives, and employees as additional insured as to all applicable coverage with the exception of workers compensation insurance and professional liability insurance.
- B. Such policies shall require the provision of written notice to City at least thirty (30) days prior to cancellation, non-renewal or material modification of any policies.
- C. Such policies shall provide for a waiver of subrogation against City for injuries, including death, property damage or any other loss to the extent the same is covered by the proceeds of the insurance.

II. INSURANCE COMPANY QUALIFICATION – All insurance companies providing the required insurance shall be authorized to transact business in the State of Texas, and shall have a minimum rating of “A” by A.M. Best’s Key Rating Guide, or other equivalent rating service(s).

III. CERTIFICATE OF INSURANCE – A Certificate of Insurance and policy endorsement(s) evidencing the required insurance shall be submitted prior to execution of the Agreement. If the Agreement is renewed or extended by City, a Certificate of Insurance and policy endorsement(s) shall also be provided to City prior to the date the Agreement is renewed or extended.

IV. INSURANCE CHECKLIST – “X” means that the following coverage is required for this Agreement.

Coverage Required	Limits
<u> X </u> 1. Worker’s Compensation & Employer’s Liability	<ul style="list-style-type: none"> ▪ Statutory Limits of the State of Texas
<u> X </u> 2. General Liability	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> </u> 3. XCU Coverage	<ul style="list-style-type: none"> ▪ Minimum \$1,000,000.00 each occurrence; ▪ Minimum \$2,000,000.00 in the aggregate.
<u> X </u> 4. Professional Liability	<ul style="list-style-type: none"> ▪ Minimum \$ 1,000,000.00 each claim;

EXHIBIT E
CONTRACTOR INSURANCE GUIDELINES

- 5. Umbrella Coverage or Excess Liability Coverage
 - Minimum \$ 2,000,000.00 in the aggregate.
 - An amount of \$ 2,000,000.00.
- 6. City and its officers, agents, representatives and employees named as additional insured on General Liability Policy, as provided above. This coverage is primary to all other coverage City may possess.
- 7. General Liability Insurance provides for a Waiver of Subrogation against the City for injuries, including death, property damage, or any other loss to the extent that same is covered by the proceeds of the insurance. All insurance policies that are required to name the City as an additional insured must be endorsed to read as primary and non-contributory coverage regardless of the application of other insurance.
- 8. Thirty (30) days' notice of cancellation, non-renewal, or material change 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.
- 9. Insurance company has a minimum rating of "A" by A.M. Best's Key Rating Guide, or other equivalent rating service(s).
- 10. The Certificate of Insurance must state the project title
- 11. Other Insurance Requirements (State Below):

**EXHIBIT G
CONFLICT OF INTEREST QUESTIONNAIRE, FORM CIQ**

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p align="center" style="font-size: 1.2em; color: blue;">MESA Design Associates, Inc.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p align="center" style="font-size: 1.5em; color: blue;">N/A</p> <p align="center">_____ Name of Officer</p>		
<p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p align="center" style="font-size: 2em; color: blue;">N/A</p> <p>A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> <p align="center" style="font-size: 1.5em; color: blue;">N/A</p>		
<p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p>		
<p>7 </p> <p>_____ Signature of vendor doing business with the governmental entity</p>		<p align="center" style="font-size: 1.5em; color: blue;">2/8/2023</p> <p align="center">_____ Date</p>

EXHIBIT H OVERALL SCOPE DIAGRAM

