



CITY COUNCIL

1520 AVENUE K

DATE: July 24, 2013

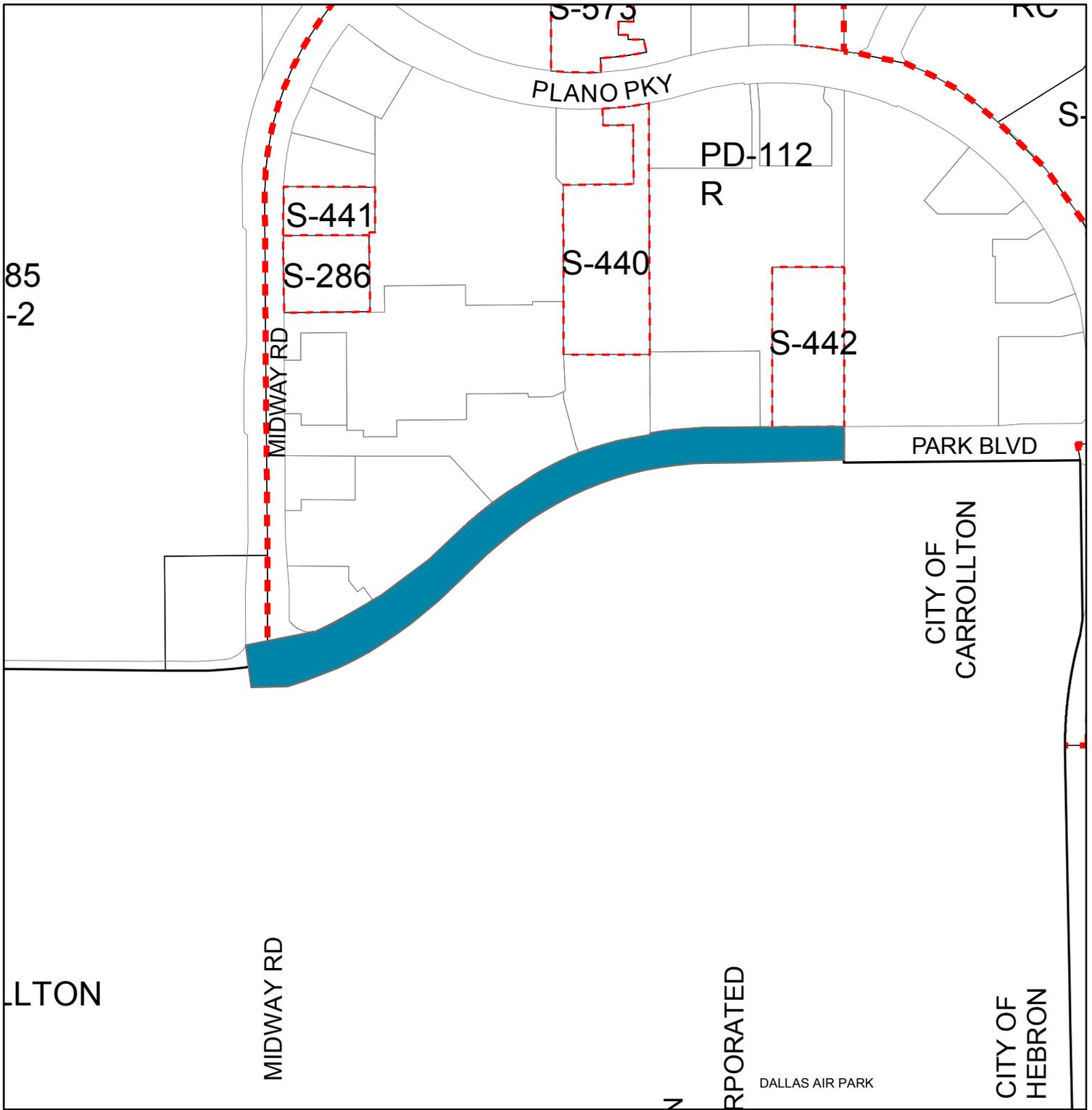
CALL TO ORDER: 5:00 p.m.

ITEM NO.	EXPLANATION	ACTION TAKEN
	<p>The Plano City Council will convene at 5:00 p.m. on July 24, 2013, into an Open Meeting in the Plano Municipal Building, 1520 K Avenue, in compliance with <u>Vernon's Texas Codes Annotated, Government Code Chapter 551</u> (Open Meetings Act), as follows:</p> <p>Mission Statement: The City of Plano is a regional and national leader, providing outstanding services and facilities through cooperative efforts that engage our citizens and contribute to the quality of life in our community.</p> <p>The City Council may convene into Executive Session to discuss posted items in the regular meeting as allowed by law. In accordance with the provisions of the Open Meeting Act, during Preliminary Open Meetings, agenda items will be discussed and votes may be taken where appropriate.</p> <p>I. Public Hearing and Consideration of Annexation Case A2013-01 – Request to annex 3.14± acres of land located within the right-of-way of West Park Boulevard east of Midway Road, including the intersection of the two roadways, in the J. Myers Survey, Abstract No. 619 (Collin County) and the J. Myers Survey, Abstract No. 882 (Denton County). Applicant: City of Plano. Second Public Hearing. First Public Hearing held 7/22/13.</p> <p>II. Consideration of an Architectural Services Agreement by and between the City of Plano and H+UO Architects, LLP, in the amount of \$326,850 for the Oak Point Park - Visitor Center and Parks & Recreation Offices; and authorizing the City Manager to execute all necessary documents.</p> <p>III. Presentation of the 2013-2014 Recommended Budget and Proposed Community Investment Program (CIP) to the City Council</p> <p>Municipal Center is wheelchair accessible. A sloped curb entry is available at the main entrance facing Municipal/L Avenue, with specially marked parking spaces nearby. Access and special parking are also available on the north side of the building. The Senator Florence Shapiro Council Chambers is accessible by elevator to the lower level. Requests for sign interpreters or special services must be received forty-eight (48) hours prior to the meeting time by calling the City Secretary at 972-941-7120.</p>	

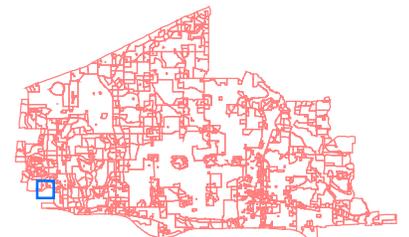


CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/24/13		
Department:		Planning		
Department Head		P. Jarrell		
Agenda Coordinator (include phone #): T. Stuckey - 7156				
CAPTION				
Public Hearing and Consideration of Annexation Case A2013-01 – Request to annex 3.14± acres of land located within the right-of-way of West Park Boulevard east of Midway Road, including the intersection of the two roadways, in the J. Myers Survey, Abstract No. 619 (Collin County) and the J. Myers Survey, Abstract No. 882 (Denton County). Applicant: City of Plano				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR:	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Working with neighboring municipalities to standardize city boundaries and clarify emergency response responsibilities relates to the City's goal of Partnering for Community Benefit and Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
This is the second Public Hearing required for this annexation request. It is appropriate to take public testimony and direct staff to prepare an Ordinance to finalize the annexation. The Ordinance will be considered at the August 26, 2013 City Council meeting. The cities of Plano and Carrollton, along with the Town of Hebron, are working to standardize the city limit lines along West Park Boulevard and other streets in the area. This section of West Park Boulevard lies primarily in Collin County with a small portion in Denton County. Annexing the right-of-way into Plano will clarify responsibility for emergency response for this stretch of roadway as well as for the intersection of Midway Road and W Park Boulevard. In compliance with state law, a service plan is attached which outlines the provision of city services to the area.				
List of Supporting Documents:			Other Departments, Boards, Commissions or Agencies	
Map				
Service Plan				



ANNEXATION CASE #2013-01



○ 200' Notification Buffer

EXHIBIT "B"

CITY OF PLANO, COLLIN AND DENTON COUNTIES, TEXAS

SERVICE PLAN FOR ANNEXED AREA
(Annexation Case No. A2013-01)

Acreage Annexed:

3.14± acres

Survey, Abstract and County:

J. Myers Survey, Abstract No. 619, Collin County, Texas
J. Myers Survey, Abstract No. 882, Denton County, Texas

Date of Adoption of Annexation Ordinance:

August 26, 2013

Municipal services to the acreage described above shall be furnished by or on behalf of the City of Plano, Texas, at the following levels and in accordance with the following schedule:

A. Police Service

(1) Patrolling, responses to calls, and other routine police services, within the limits of existing personnel and equipment, will be provided on the effective date of annexation.

(2) As development and construction commence within this area, sufficient police personnel and equipment will be provided to furnish this area the minimum level of police services comparable to the level of police services available in other parts of the city with similar characteristics of topography, land utilization, and population density as determined by the City Council within two and one-half (2 1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within the area, whichever occurs later.

(3) Upon ultimate development of the area, the same level of police services will be provided to this area as are furnished throughout the city.

B. Fire Services

(1) Fire protection by the present personnel and the present equipment of the Fire Department, within the limitations of available water and distances from existing fire stations, will be provided to this area on the effective date of the annexation ordinance.

(2) As development and construction of subdivisions commences within this area, sufficient fire and emergency ambulance equipment will be provided to furnish this area a level of fire and emergency ambulance services comparable to the level of fire and emergency ambulance services available in other parts of the city with similar characteristics of topography, land utilization, and population density, as determined by the City Council, within two and one-half (2 1/2) years from the date of adoption of the annexation ordinance, or upon commencement of development within this area, whichever occurs later.

(3) Upon ultimate development of the area, the same level of fire and emergency ambulance services will be provided to this area as are furnished throughout the city.

C. Environmental Health and Building Inspection Services

(1) Enforcement of the city's environmental health ordinances and regulations, including but not limited to weed and brush ordinances, junked and abandoned vehicle ordinances, food handlers ordinances and animal control ordinances, shall be provided within this area on the effective date of the annexation ordinance. These ordinances and regulations will be enforced through the use of existing personnel.

Complaints of ordinance or regulation violations within this area will be answered and investigated by existing personnel beginning with the effective date of the annexation ordinance.

(2) The city's building, plumbing, electrical, gas, heating and air conditioning, and all other construction codes will be enforced within this area beginning with the effective date of the annexation ordinance. Existing personnel will be used to provide these services.

(3) The city's zoning, subdivision, and other ordinances shall be enforced in this area beginning on the effective date of the annexation ordinance.

(4) All inspection services furnished by the City of Plano, but not mentioned above, will be provided to this area beginning on the effective date of the annexation ordinance.

(5) As development and construction commence within this area, sufficient personnel will be provided to furnish this area the same level of Environmental Health and Building Inspection services as are furnished throughout the city.

D. Planning and Zoning Services

The planning and zoning jurisdiction of the city will extend to this area on the effective date of the annexation ordinance. City planning will thereafter encompass this property, and it shall be entitled to consideration for zoning in accordance with the city's Zoning Ordinance and Comprehensive Plan.

E. Recreation and Leisure Services

(1) Residents of this property may utilize all existing recreational and leisure services facilities and sites throughout the city, beginning with the effective date of this ordinance.

(2) Additional facilities and sites to serve this property and its residents will be acquired, developed, and maintained at locations and times provided by applicable plans, policies and programs, and decisions of the City of Plano. This property will be included in all plans for providing recreation and leisure services to the city. The same level of recreation and leisure services shall be furnished to this property as is furnished throughout the city.

(3) Existing parks, playgrounds, swimming pools, and other recreation and leisure facilities within this property shall, upon dedication to and acceptance by the city, be maintained and operated by the City of Plano; but not otherwise.

F. Solid Waste Collection

(1) Solid waste collection shall be provided to the property in accordance with existing city policies, beginning on the effective date of the annexation ordinance.

(2) As development and construction commence within this property, and population density increases to the proper level, solid waste collection shall be provided to this property in accordance with then current policies of the city as to frequency, charges and so forth.

(3) Solid waste collection, through the use of reusable containers for commercial accounts, shall be available to this property through and in accordance with the terms of the city's contract with a private company, beginning with the effective date of the annexation ordinance.

G. Streets

(1) The City of Plano's existing policies with regard to street maintenance, applicable throughout the entire city, shall apply to this property on the effective date of the annexation ordinance.

(2) As development, improvement, or construction of streets to city standards commence within this property, the policies of the City of Plano with regard to participation in the costs thereof, acceptance upon completion, and maintenance after completion, shall apply.

(3) The same level of maintenance shall be provided to streets within this property which have been accepted by the City of Plano as is provided to city streets throughout the city.

(4) Street lighting installed on streets shall be maintained by TU Electric Company in accordance with current city policies.

H. Water Services

(1) Connection to existing city water mains for water service for domestic, commercial, and industrial use within this property, will be provided in accordance with existing city policies. Upon connection to existing mains, water will be provided at rates established by city ordinances for such service throughout the city.

(2) Water mains of the city will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable city ordinances and regulations. Such extensions necessary to provide water services to the area that are comparable to the level of water service available in other parts of the city with similar characteristics of topography, land utilization and population density will be completed within two and one-half (2 1/2) years from the effective date of the annexation ordinance, such period may be extended to not more than four and one-half (4 1/2) years as determined by the City Council.

(3) Water mains which are within the annexed area and are connected to city mains shall be maintained by the City of Plano beginning with the effective date of the annexation ordinance.

(4) Private water lines within this property shall be maintained by their owners, in accordance with existing policies applicable throughout the city.

I. Sanitary Sewer Services

(1) Connections to existing city sanitary sewer mains for sanitary sewage service in this area will be provided in accordance with existing city policies. Upon connection, sanitary sewage service will be provided at rates established by city ordinances for such service throughout the city.

(2) Sanitary sewage mains and/or lift stations which are within the annexed area and are connected to city mains shall be maintained by the City of Plano beginning with the effective date of the annexation ordinance.

(3) Sanitary sewer mains of the city will be extended in accordance with provisions of the Subdivision Ordinance and other applicable ordinances and regulations. City participation in the costs of these extensions shall be in accordance with applicable city ordinances and regulations. Such extensions necessary to provide water services to the area that are comparable to the level of water service available in other parts of the city with similar characteristics of topography, land utilization and population density will be completed within two and one-half (2 1/2) years from the effective date of the annexation ordinance, but such period may be extended to not more than four and one-half (4 1/2) years as determined by the City Council.

J. Miscellaneous

(1) Any facility or building located within the annexed area and utilized by the City of Plano in providing services to the area will be maintained by the city commencing upon the date of use or the effective date of the annexation ordinance, whichever occurs later.

(2) General municipal administration and administrative services of the city shall be available to the annexed area beginning with the effective date of the annexation ordinance.

K. Agreement and Acceptance

It is agreed, as signified by the adoption of the Service Plan by the city and signature of acceptance by the landowner(s) of the annexed area, that:

(1) In the event the Service Plan is not fulfilled, the landowner may (1) seek to enforce the Service Plan by applying for a writ of mandamus not later than the second anniversary of the date the landowner knew or should have known that the city was not complying with the Service Plan, or (2) seek disannexation pursuant to Section 43.141 of the Local Government Code.

(2) The provisions of the city's Subdivision Ordinance and other city ordinances and regulations requiring the construction of capital improvements or funding of capital improvements are incorporated into this Service Plan by reference as if fully set forth herein. Nothing in this Service Plan shall be construed to alleviate the landowner's responsibility to construct and fund such capital improvements as required by such ordinances. By its agreement to this Service Plan and by virtue of the landowner's petition to be annexed into the city, the landowner agrees to abide by such ordinances and regulations.

OWNER

DATE



CITY OF PLANO COUNCIL AGENDA ITEM

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		7/24/13		
Department:		Engineering		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Kathleen Schonke (7198) (Project No. 5971.1)				
CAPTION				
To approve an Architectural Services Agreement by and between the City of Plano and H+UO Architects, LLP, in the amount of \$326,850, for the Oak Point Park Visitor Center and Parks & Recreation Offices; and authorizing the City Manager to execute all necessary documents.				
FINANCIAL SUMMARY				
<input type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input checked="" type="checkbox"/> CIP				
FISCAL YEAR:	2012-13	Prior Year (CIP Only)	Current Year	Future Years
				TOTALS
Budget		60	329,000	3,000,000
Encumbered/Expended Amount		-60	0	0
This Item		0	-326,850	0
BALANCE		0	2,150	3,000,000
FUND(S): PARK IMPROVEMENT CIP				
COMMENTS: Funds are included in the FY 2012-13 Park Improvement CIP. This item, in the amount of \$326,850, will leave a current year balance of \$2,150 for the Oak Point Park Development project. STRATEGIC PLAN GOAL: Design and construction of a Visitor Center and Park and Recreation Offices at Oak Point Park relates to the City's Goal of Great Neighborhoods – 1 st Choice to Live.				
SUMMARY OF ITEM				
This agreement with H+UO Architects, LLP, is for the redesign of the Oak Park Visitor Center to include new spaces for the Parks & Recreation Department administrative offices. The contract fee is \$326,850 and is detailed as follows:				
Schematic, Design & Construction Document				
Development, including estimates.....				\$260,450
Bid Phase Support.....				\$ 6,500
Construction Observation.....				\$ 38,500
Building Commissioning.....				\$ 21,400
TOTAL				\$326,850
Funding is available from Park Improvement CIP. Staff feels the fee is reasonable for this project, estimated to cost \$6,000,000.				
List of Supporting Documents: Location Map, Architectural Services Agreement			Other Departments, Boards, Commissions or Agencies N/A	

Oak Point Park - Visitor Center and Parks & Recreation Offices



Project Location



COLLIN COUNTY
COMMUNITY COLLEGE

**OAK POINT PARK VISITOR CENTRE
AND PARKS & RECREATION OFFICES**

PROJECT NO. 5971.1

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 **H+UO ARCHITECTS, LLP**, a **TEXAS LIMITED LIABILITY PARTNERSHIP**, 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 **OAK POINT PARK VISITOR CENTRE AND PARKS & RECREATION OFFICES** located in the City of Plano, Collin County, Texas, hereinafter referred to as the "Project"; and

WHEREAS, the Architect desires to render such architectural services for the City upon the terms and conditions provided herein.

NOW, THEREFORE, for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

I. Employment of the Architect

The City hereby agrees to retain the Architect to perform professional 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

THE ARCHITECT AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY AND ITS RESPECTIVE OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, FINES, PENALTIES, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM OR VIOLATIONS FOR WHICH RECOVERY OF DAMAGES, FINES, OR PENALTIES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ARCHITECT'S BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS CONTRACT, VIOLATIONS OF LAW, OR BY ANY NEGLIGENT, GROSSLY NEGLIGENT, INTENTIONAL, OR STRICTLY LIABLE ACT OR OMISSION OF THE ARCHITECT, ITS OFFICERS, AGENTS, EMPLOYEES, INVITEES, SUBCONTRACTORS, OR SUB-SUBCONTRACTORS AND THEIR RESPECTIVE OFFICERS, AGENTS, OR REPRESENTATIVES, OR ANY OTHER PERSONS OR

ENTITIES FOR WHICH THE ARCHITECT IS LEGALLY RESPONSIBLE IN THE PERFORMANCE OF THIS CONTRACT. THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OF THE CITY, AND ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE ARCHITECTS. THE CITY DOES NOT WAIVE ANY GOVERNMENTAL IMMUNITY OR OTHER DEFENSES AVAILABLE TO IT UNDER TEXAS OR FEDERAL LAW. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

ARCHITECT AT ITS OWN EXPENSE IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF ARCHITECT'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF ARCHITECT'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. ARCHITECT SHALL RETAIN DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF ARCHITECT FAILS TO RETAIN COUNSEL WITHIN THE REQUIRED TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF AND ARCHITECT SHALL BE LIABLE FOR ALL COSTS INCURRED BY THE CITY.

VIII. Independent Contractor

Architect covenants and agrees that Architect is an independent contractor and not an officer, agent, servant or employee of City; that Architect shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondeat superior shall not apply as between City and Architect, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating a partnership or joint enterprise between City and Architect.

IX. Assignment and Subletting

The Architect agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Architect further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Architect from its full obligations to the City as provided by this Agreement.

X. Audits and Records/Prohibited Interest

The Architect agrees that at any time during normal business hours and as often as City may deem necessary, Architect shall make available to representatives of the City for examination all of its records with respect to all matters covered by this Agreement, and will permit such representatives of the City to audit, examine, copy and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement, all for a period of one (1) year from the date of final settlement of this Agreement or for such other or longer period, if any, as may be required by applicable statute or other lawful requirement.

The Architect agrees that it is aware of the prohibited interest requirements of the City Charter and Code of Conduct and will abide by the same. Further, a lawful representative of Architect shall execute the affidavit shown in Exhibit "E". Architect understands and agrees that the existence of a prohibited interest during the term of this contract will render the contract voidable.

XI. Contract Termination

The parties agree that City shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice to Architect. In the event of such termination, Architect shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Architect in connection with this Agreement. Architect shall be entitled to compensation for any and all work completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

XII. Architect's Opinion of Probable Construction Costs

The parties recognize and agree that any and all opinions of probable construction costs prepared by Architect in connection with the Project represent the best judgment of Architect as a design professional familiar with the construction industry, but that the Architect does not guarantee that any bids solicited or received in connection with the Project will not vary from opinions prepared by Architect.

XIII. Ownership of Documents

Original drawings and specifications are the property of the Architect; however, the Project is the property of the City and Architect may not use the drawings and specifications therefor for any purpose not relating to the Project without City's consent. City shall be furnished with such reproductions of drawings and specifications as City may reasonably require. Upon completion of the work or any earlier termination of this

Agreement under Article XI, Architect will revise drawings to reflect changes made during construction and he will promptly furnish the City with one (1) complete set of reproducible record prints. Prints shall be furnished, as an additional service, at any other time requested by City. All such reproductions shall be the property of the City who may use them without Architect's permission for any proper purpose including, but not limited to, additions to or completion of the Project. However, use of the documents for other than their intended purpose shall be at the sole risk of the City.

XIV. Complete Contract

This Agreement, including the Exhibits lettered "A" through "E", constitute the entire agreement by and between the parties regarding the subject matter hereof and supersedes all prior or contemporaneous written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

XV. Mailing of Notices

Unless instructed otherwise in writing, Architect agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

City of Plano
Engineering Department
P.O. Box 860358
Plano, TX 75086-0358

Attn: James Razinha, P.E.
Facilities Manager

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

H+UO Architects, LLP
702 San Antonio Street
Austin, Texas 78701

Attn: Randall Owen
Partner

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

XVI. Miscellaneous

A. Paragraph Headings:

The paragraph headings contained herein are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

B. Contract Interpretation:

Although this Agreement is drafted by the City, should any part be in dispute, the parties agree that the Agreement shall not be construed more favorably for either party.

C. Venue/Governing Law:

The parties agree that the laws of the State of Texas shall govern this Agreement, and that it is performable in Collin County, Texas. Exclusive venue shall lie in Collin County, Texas.

D. Successors and Assigns:

City and Architect, and their partners, successors, subcontractors, executors, legal representatives, and administrators are hereby bound to the terms and conditions of this Agreement.

E. Severability:

In the event a term, condition, or provision of this Agreement is determined to be void, unenforceable, or unlawful by a court of competent jurisdiction, then that term, condition, or provision, shall be deleted and the remainder of the Agreement shall remain in full force and effect.

F. Effective Date:

This Agreement shall be effective from and after execution by both parties hereto.

G. Authority to Sign:

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

SIGNED on the date indicated below.

H+UO ARCHITECTS, LLP
A Texas Limited Liability Partnership

DATE: _____

BY: _____
Randall Owen, PARTNER

CITY OF PLANO, TEXAS

DATE: _____

BY: _____
Bruce D. Glasscock
CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee
CITY ATTORNEY

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the _____ day of July, 2013, by **RANDALL OWEN, PARTNER** of **H+UO ARCHITECTS, LLP**, a **TEXAS LIMITED LIABILITY PARTNERSHIP**, on behalf of said partnership.

Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

This instrument was acknowledged before me on the _____ day of July, 2013, by **BRUCE D. GLASSCOCK, CITY MANAGER** of the **CITY OF PLANO, TEXAS**, a Home-Rule Municipal Corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

EXHIBIT A

Scope of Services

Basic Services

h+uo's A/E team's Basic Services will consist of the following phases:

- Schematic Design
- Design Development
- Construction Documentation
- Bidding & Negotiation/Permitting Assistance
- Construction Observation

h+uo's Basic Services will include Architecture services (by h+uo), Civil Engineering, Landscape Architecture and Irrigation Design (by Dunaway and Associates), Structural Engineering (by Architectural Engineers Collaborative), MEP Engineering (by Blum Consulting Engineers), Cost Estimating (by CCM Construction Services), and Fundamental Commissioning (by Command Commissioning), including appropriate documentation and coordination. Services not included in these Basic Services include Interior Design and Permit Expediting.

Schematic Design Phase

Upon receiving your written notice to proceed, h+uo and the design team will proceed with the schematic re-design of the project. We will work with you and exchange design ideas (through in-person meetings, telephone calls and electronically transmitted [via email or FTP site or other method] PDF's and image files) to produce a design that satisfies the Program and other Project goals. The schematic design drawings will identify all of the major project elements and illustrate the general scope, conceptual design, and scale and relationships among the elements of the Project. It will also be developed to a point that all plans and systems are consistent with program requirements.

Our services during the Schematic Design Phase include 3 meetings with the Owner, including the initial schematic design charette scheduled for Tuesday, 16 July 2013.

At the end of the Schematic Design Phase, we will present to the Owner for approval the following deliverables:

- Architectural Site Plan
- Building Floor Plan
- Reflected Ceiling Plan – showing light fixtures and overhead architectural elements
- Roof Plan
- Exterior Elevations – of all sides of all buildings

Design Development Phase

Upon receiving your written approval of the Schematic Design phase documents, h+uo and the design team will continue with the overall development of the design and further detailing of elements. Individual elements of the project will be fleshed out in greater detail, the design elements will be developed with greater precision and to scale, and building materials and systems will be analyzed and selected.

Our services during the Design Development Phase include 2 meetings with the Owner, the second one of which will include the consulting engineers, as appropriate, if necessary. These meetings may trigger minor modifications to the design. However, major changes (programmatic changes) to the understood building program (as documented in the SD package) and scope of work will either be billed as Additional Services or will necessitate the drafting of a new contract.

The principal goal of the Design Development Phase is to identify and memorialize all significant Owner decisions, so that the process of developing Construction Documents is merely one of preparing documents that will allow for the bidding (or negotiation) of contracts, permitting, and Project construction – all based on those Owner decisions.

At the end of the Design Development Phase, we will present to the Owner for approval the following deliverables:

- Architectural Site Plan
- Building Floor Plan
- Reflected Ceiling Plan – showing light fixtures and overhead architectural elements
- Roof Plan
- Exterior Elevations – of all sides of all buildings
- Building Sections – as necessary to illustrate vertical elements/heights, relationships, and building systems
- Significant Interior Elevations – as necessary to illustrate major interior walls/vertical elements, mainly at the kitchens and bathrooms, built-in millwork items

At the conclusion of Design Development Phase, we will present the Owner with the documents identified above, and will proceed with developing Construction Documents upon receiving Owner's written approval of the Design Development Phase documents.

Construction Documentation Phase

Upon receiving your written approval of the Design Development phase documents, h+uo and the design team will proceed with the development of the new documents (including repackaging of some of the old) and modifications to the Technical Specifications including all City of Plano front end documents and bid forms, necessary for bidding, for permitting and for construction of the project.

The Construction Documents will include the same drawings from the previous set including:

- Cover Sheet with Site Location Map, Project Information and Drawing Index
- Architectural Site Plan
- Building Floor Plan
- Reflected Ceiling Plan – showing light fixtures and overhead architectural elements
- Finish Plan – showing floor finishes and calling out wall finishes and other interior design elements
- Roof Plan
- Enlarged Toilet Room Floor Plans
- Exterior Elevations – of all sides of all buildings
- Building Sections – as necessary to illustrate vertical elements/heights, relationships, and building systems
- Wall Sections – as necessary to illustrate wall construction systems
- Significant Interior Elevations – as necessary to illustrate major interior walls/vertical elements, mainly at the toilet/bathrooms and built-in millwork items
- Schedules – Room Finish, Window, Door, Light Fixtures/Plumbing Fixtures
- Construction Details – Doors, windows, other special conditions as necessary
- Written Specifications
- All related Engineering and Consultant Documents (Drawings and Specifications)

h+uo will present to the Owner for review and comment Construction Documents "progress sets" at 50% completion and 95% completion. We request the timely turn-around of Owner comments in the interest of keeping the Project moving forward most expeditiously.

Although h+uo will provide the Construction Documents necessary for permitting the project, this proposal does not include any time spent obtaining the required permits to construct the project, other than

responding to plan reviewers' questions and comments. Submitting the project to the City of Plano, submitting to the Health Department, or for any and all approvals is the responsibility of the Owner and/or contractor. It is assumed the services of a local expediter will be used to obtain all required permits and those services will be under separate contract directly with the Owner. h+uo's Basic Services in this phase include working with the expediter to help provide the documentation they will need for this submittal to the City of Plano to obtain the necessary Building Permit and any other required permits.

The design professionals involved in this project will provide the Owner with electronic files of the Construction Documents, both PDF and CAD files, for the Owners use, after the execution of a CAD Liability Release Form, to be executed at a later date. It is further understood that the design, the copyright and ownership of the documents remains with hatch + ulland owen architects.

Bidding & Negotiation/Permitting Phase

h+uo will provide assistance to your Construction Project Manager, during the process of bidding and negotiation in selecting a General Contractor by way of a sealed, competitive bid process. It includes time for a PreBid Conference, for the issuance of addenda or ASI's and for responding to RFI's. It also includes time for meeting(s) and/or correspondence time to review with you and your Construction Project Manager the information presented to you by contractors and for their questions during the bidding period.

Also included is the coordination of the submission of the project for T.A.S. (Texas Accessibility Standards) review. This is required of all public/commercial buildings of this scope in the state of Texas. This is to insure that the project is in compliance with the state accessibility requirements. The actual cost for the review by a Registered Accessibility Specialist and the cost to submit the project to Texas Department of Licensing and Regulation are Owner expenses and will not be billed as reimbursable expenses.

A total of 65 hours have been allotted for this phase, including the PreBid Conference of 8 hours (due to travel time).

It is assumed that the Owner will contract directly with a local permit expediter as outlined above therefore those services are not provided.

Construction Observation Phase

huo will provide assistance throughout the duration of the construction phase. We will monitor the progress of the construction and assess whether the project is being completed in accordance with the construction documents. Our services will include: attending job-site meetings; responding to all Owner, contractor, sub-contractor and inspector questions and requests for information during construction; reviewing submittals from the contractor; review and processing of contractor requests for payment; and visits to the construction site as appropriate for the stage of the work.

Our services will include 24 site visits/construction meetings (plus one PreConstruction Meeting) at approximately 8 hours each (due to travel time) plus 4 hours of follow-up time per meeting. Also, about 220 hours of submittal review and meetings and/or correspondence time with you and/or the General Contractor is included in this phase. This allows for about 42 hours per month during a 12-month construction schedule. This number will need to be revisited if the construction schedule is estimated to be longer than 12 months.

ADDITIONAL SERVICES

Any architectural services that are not specifically included in the description above of the Basic Services will be considered "Additional Services" for which compensation will be assessed on an hourly fee basis, using the same hourly fee schedule above. Additional Services could include, but are not limited to:

Owner-Requested Changes – Time spent making substantial changes to already completed and accepted designs, drawings, and documents will be considered Additional Services if those changes were necessitated by a change in the Project Program (as set forth above) or a change to designs already approved by the Owner. These revisions would include changes to documents due to budget constraints.

Regulatory Services – Services relating to regulatory processes, including services specifically related to zoning, and permitting, and inspection. The professional design services included in the Basic Services outlined in this proposal include the preparation of documents and information that will be used for submitting for the required permits for the project. It is understood that the services of a local expeditor will be used to obtain these permits and the cost of the expeditor and the costs for any and all permits will be paid for by the Owner and are not included in this proposal.

Soils Testing and Geotechnical Engineering – h+uo's Basic Services do not include any soils testing or geotechnical engineering services, under the assumption that those services will be arranged, coordinated, and paid for by the Owner. Any provision of those types of services by h+uo would be considered Additional Services.

Kitchen Design/Kitchen Equipment Selection – h+uo's Basic Services do not include any kitchen design or kitchen equipment selection. The catering kitchen design is anticipated to be provided by the Owner or someone hired by the Owner with cut sheets of all of the kitchen equipment and appliances provided to the design team so that everything, including the required utilities, can be coordinated.

Interior Design – Our basic services only include Interior Design services for the selection of light & plumbing fixtures and finish materials (e.g., paint colors, tile colors, countertop surfaces, bath accessories, floor materials). Furniture and upholstery selection, artwork, decorations, window treatments, etc. are not part of these standard services.

Millwork Design – h+uo's Basic Services will include the preparation of Interior Elevation drawings that show front elevations of the reception area, the bar area and toilet room millwork items and Floor Plan drawings that show the location and basic plan-view dimensions of those items plus related specifications. Additional millwork design beyond those drawings, i.e. Shop Drawings, will be considered Additional Services.

Engineering Additional Services – The provision of any of the following services would be considered Additional Services: sump pump system design; fire sprinkler and alarm system design; security system design; telephone system design; cable TV system design; point-of-sale (POS); fiber optic system design; etc.

Unknown Conditions -- Services resulting from the discovery of conditions (with respect to the site, to government permitting, or otherwise) that could not reasonably have been anticipated prior to the commencement of work, will be considered Additional Services. Upon discovery of such conditions, h+uo would notify Owner immediately prior to performing any Additional Services relating to such conditions.

Illustrative Graphic Materials – Time spent preparing renderings, perspective drawings, models, or marketing materials would be treated as Additional Services. Of course, time spent in preparation of conventional floor plan and interior and exterior elevation drawings is considered as part of the Basic Services.

EXHIBIT "B"

Project Timeline

Schematic Design

- 4-6 weeks
- 1-2 weeks of City of Plano review and approval

Design Development

- 4-6 weeks
- 1-2 weeks of City of Plano review and approval

Construction Documentation

- 8-10 weeks
- 1-2 weeks of City of Plano review and approval at later stage of CD (75% or 95% completion)

Bidding & Negotiation

- 2-4 weeks

Construction Observation

- 52 weeks

EXHIBIT "C"

Payment Schedule

Architectural Fees by Phase:

• Schematic Design:	\$25,700 (set fee)
• Design Development:	\$25,700 (set fee)
• Construction Documentation:	\$32,100 (set fee)
• Bidding & Negotiation/Permitting:	\$6,500 (set fee)
• Construction Observation:	\$38,500 (set fee)
• Reimbursable Expenses: (includes 35 total trips to Plano [airfare/rental car] throughout the project [(10) during design phases and (25) during the 52 weeks of construction])	\$19,000

➤ **Architectural Fees Total (including reimbursable expenses):** **\$147,500 (set fee)**

Our hourly rates – applicable either for services provided during a phase where services are provided on an hourly rate basis or for services provided as "Additional Services" during a phase where services are provided for a fixed fee -- are as follows:

Senior Partner:	\$150.00/hour
Partner:	\$125.00/hour
Professional Staff I (licensed architect):	\$100.00/hour
Professional Staff II (not licensed)	\$90.00/hour
Architectural Intern:	\$75.00/hour
Technical Support:	\$50.00/hour
(Rates effective until January 1, 2014)	

Consulting Engineering and Other Consultants Fees* (including reimbursable expenses):

➤ Civil Engineering Fees Total: (includes \$1,000 for reimbursables)	\$25,000 (set fee)
➤ Landscape & Irrigation Design Fees Total: (includes \$1,000 for reimbursables)	\$30,500 (set fee)
➤ Structural Engineering Fees Total: (includes \$1,500 for reimbursables)	\$57,500 (set fee)
➤ MEP Engineering Fees Total: (includes \$1,500 for reimbursables)	\$31,500 (set fee)
➤ Cost Estimating Fees Total: (includes \$685 for reimbursables)	\$13,450 (set fee)
➤ Commissioning Agent Fees Total: (includes \$0 for reimbursables)	\$21,400 (set fee)

❖ **Professional Design Fees Total:** **\$326,850 (set fee)**

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

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

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

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

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

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

3.0 Consultant's Insurance – Claims Made

Professional Errors and Omissions

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

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

ARCHITECTURE

City of Plano - Insurance Checklist

("X" means the coverage is required.)

Coverages Required

Limits (Figures Denote Minimums)

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

EXHIBIT "E"

AFFIDAVIT OF NO PROHIBITED INTEREST

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

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

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

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

H+UO Architects, LLP
Name of Consultant

By: _____
Signature

Print Name

Title

Date

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

SUBSCRIBED AND SWORN TO before me this _____ day of _____, 2013.

Notary Public, State of _____